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SCOTT ELLIOTT

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September 8, 2009

VIA E-FILING

Charles L. A. Terreni, Esquire
Chief Clerk and Administrator
South Carolina Public Service Commission
101 Executive Center Drive
Columbia, SC 29210

RE: Application of Velocity The Greatest Phone Company Ever, Inc. for a Certificate of Public Convenience and Necessity to Provide Interexchange And Local Exchange Telecommunications Services and for Local Service offerings to be regulated in accordance with procedures authorized for NewSouth Communications in Order No. 98-265 in Docket No. 97-467-C; and for Interexchange service offerings to be regulated in accordance with procedures established for alternative regulation in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C
Docket No.:

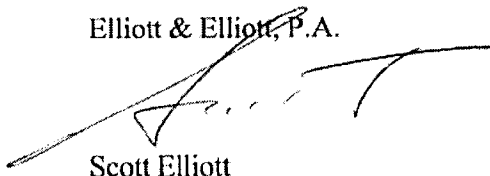
Dear Mr. Terreni:

Enclosed please find for filing an Application of Velocity The Greatest Phone Company Ever, Inc. for A Certificate of Public Convenience and Necessity. By copy of this letter, I am serving the Office of Regulatory Staff.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me.

Sincerely,

Elliott & Elliott, P.A.



Scott Elliott

SE/jcl

Enclosures

cc: C. Dukes Scott, Esquire w/enc.
Lance J.M. Steinhart, Esquire

CERTIFICATE OF SERVICE

The undersigned employee of Elliott & Elliott, P.A. does hereby certify that she has served below listed parties with a copy of the pleading(s) indicated below by mailing a copy of same to them in the United States mail, by regular mail, with sufficient postage affixed thereto and return address clearly marked on the date indicated below:

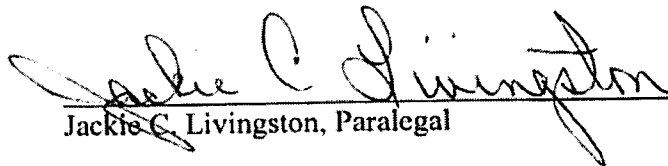
RE: Application of Velocity The Greatest Phone Company Ever, Inc. for a Certificate of Public Convenience and Necessity to Provide Interexchange And Local Exchange Telecommunications Services and for Local Service offerings to be regulated in accordance with procedures authorized for NewSouth Communications in Order No. 98-265 in Docket No. 97-467-C; and for Interexchange service offerings to be regulated in accordance with procedures established for alternative regulation in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C

DOCKET NO.:

PARTIES SERVED: C. Dukes Scott, Esquire
Office of Regulatory Staff
PO Box 11263
Columbia, SC 29211

PLEADING: APPLICATION

September 8, 2009


Jackie C. Livingston, Paralegal

**STATE OF SOUTH CAROLINA
BEFORE THE SOUTH CAROLINA PUBLIC SERVICE COMMISSION**

In re:)	
)	
Application of)	
Velocity The Greatest Phone Company)	
Ever, Inc.)	
For a Certificate of Public)	DOCKET NO.
Convenience and Necessity to)	
Provide Interexchange and)	
Local Exchange)	
Telecommunications Services and)	
for local service offerings to be regulated)	
in accordance with procedures authorized)	
for NewSouth Communications in Order)	
No. 98-165 in docket No. 97-467-C; and)	
For interexchange service offerings to be)	
regulated in accordance with procedures)	
established for alternative regulation in)	
Order Nos. 95-1734 and 96-55 in)	
Docket No. 95-661-C.)	
_____)	

APPLICATION OF VELOCITY THE GREATEST PHONE COMPANY EVER, INC.

FOR AUTHORITY TO PROVIDE RESOLD

LOCAL EXCHANGE AND INTEREXCHANGE SERVICE

Velocity The Greatest Phone Company Ever, Inc. ("Velocity" or "Applicant"), pursuant to S.C. Code Ann. § 56-9-280(B)¹ and Section 253 of the Telecommunications Act of 1996², respectfully submits this Application for Authority to Provide Resold Local Exchange and Interexchange Service ("Application") in the State of South Carolina and for local service offerings to be regulated in accordance with procedures authorized for NewSouth Communications in Order No. 98-165 in docket No. 97-467-C; and for interexchange service offerings to be regulated in accordance with procedures established for alternative regulation in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C.

¹As amended by Act No. 354, signed by the Governor on June 6, 1996.

²Telecommunications Act of 1996, 47 U.S.C. § 253 (1996).

Velocity intends to offer interexchange service to both business and residential customers throughout the state. Applicant intends to provide local exchange service to customers located in non-rural local exchange carriers' service areas of South Carolina. Should its Application be granted, Velocity plans to commence offering service immediately upon the establishment of the appropriate and necessary resale arrangements with the incumbent Local Exchange Carriers ("LECs"). Applicant will be negotiating an interconnection/resale agreement with BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina ("AT&T") to provide local service. Applicant intends to utilize AT&T, MCI/Verizon, Qwest and Global Crossing, and other equivalent providers as its underlying interexchange carriers.

Approval of this Application will promote the public interest by increasing the level of competition in the South Carolina telecommunications market. Ultimately, competition will compel all telecommunications service providers to operate more efficiently and pass the resultant cost savings on to consumers. In addition, as a result of competition, the overall quality of local exchange and interexchange service will improve.

In support of its Application, Velocity states as follows:

I. Introduction

1. The name and address of the Applicant are:
Velocity The Greatest Phone Company Ever, Inc.
7130 Spring Meadows West Drive
Holland, Ohio 43528
2. All correspondence, notices, inquiries and other communications regarding this Application should be directed to:

Lance J.M. Steinhart Lance J.M. Steinhart, PC 1720 Windward Concourse Suite 115 Alpharetta, Georgia 30005 Telephone: 770/232-9200 Facsimile: 770/232-9208	Local Counsel: Scott Elliott, Esq. Elliott & Elliott, P.A. 721 Olive Street Columbia, SC 29205 Telephone: 803/771-0555 Facsimile: 803/771-8010
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3. In support of this Application, the following exhibits are attached hereto:

- a. Exhibit A - Velocity's Certificate of Incorporation filed with the Secretary of State for the State of Delaware;
- b. Exhibit B - Velocity's Certificate of Authority to Operate in South Carolina as a Foreign Corporation;
- c. Exhibit C - Velocity's Profit & Loss Statement for the years ending December 31, 2006, December 31, 2007 and December 31, 2008 and Balance Sheets as of December 31, 2006, December 31, 2007 and December 31, 2008.
- d. Exhibit D - Biographies of selected Velocity management;
- e. Exhibit E - Illustrative Price List for Local Exchange Service; and
- f. Exhibit F - Proposed Tariff for Interexchange Service.

II. Description of the Applicant

1. General Information

Applicant is a Delaware Corporation, which was formed on October 24, 2005. The company is headquartered at 7130 Spring Meadows West Drive, Holland, Ohio 43528.

2. Customer Service

Velocity's customer service representatives are available to assist its customers and will promptly respond to all customer inquiries. Customers may call (866) 983-5624 or a local number. The applicable toll free or local numbers will be printed on customers' monthly billing statements. Alternately, customers wishing to communicate with a Velocity customer service representative in writing may send written correspondence to Velocity at:

Velocity The Greatest Phone Company Ever, Inc.
ATTN: Customer Service
7130 Spring Meadows West Drive
Holland, Ohio 43528

Velocity's customer service representatives are prepared to respond to a broad range of service matters, including inquiries regarding: (1) the types of services offered by Velocity and the rates associated with such services; (2) monthly billing statements; (3) problems or concerns pertaining to a customer's current service; and (4) general service matters.

III. Velocity Possesses the Technical, Managerial and Financial Expertise Necessary to Provide Local Exchange and Interexchange Service

Velocity possesses the requisite technical, financial and managerial capabilities to operate as a competitive telecommunications provider. These capabilities are explained in detail below.

1. Financial Qualifications

Velocity is financially able to provide the services proposed in its tariff as evidenced by its Profit & Loss Statement for the years ending December 31, 2006, December 31, 2007 and December 31, 2008 and Balance Sheets as of December 31, 2006, December 31, 2007 and December 31, 2008.

2. Managerial Qualifications

Velocity's senior management team is highly skilled, having acquired considerable experience in the telecommunications industry. Using this extensive expertise, Velocity's management team has developed innovative marketing strategies. In conjunction with effective financial and operational measures, these marketing strategies will enable the company to provide quality service at competitive rates, while resulting in profitable operations for the Applicant. Velocity has extensive experience in the technical, managerial, and financial aspects of the telecommunications industry.

3. Technical Qualifications

Applicant's key management personnel have significant business and telecommunications experience. Applicant is currently authorized to provide interexchange and/or local exchange service in California, Colorado, Florida, Idaho, Iowa, Kentucky, Massachusetts, Michigan, Montana, New Jersey, New York, Pennsylvania, Rhode Island, Utah and Washington. Velocity is in the process of obtaining authorization to provide local and interexchange service nationwide. No such applications have been denied or dismissed. Applicant will also rely upon the technical expertise and telecommunications experience of its underlying carriers.

Velocity will resell the facilities of the existing LECs or other underlying carriers that presently serve South Carolina. Velocity will primarily resell the facilities and services of AT&T and/or other competitive local exchange carriers.

Applicant's local calling areas initially will coincide with the incumbent local exchange carrier's local calling areas. Its services will be available on a full-time basis, twenty-four hours a day, seven days a week, to customers within the geographic boundaries of the State of South Carolina. Customers will be billed by Applicant. Applicant is committed to providing access to a local operator, directory assistance, 911 services, and dual relay services. Applicant is also willing to accept its obligations to collect 911 and dual relay service surcharges from its local exchange customers, and to remit those funds to the appropriate authorities.

Velocity is currently providing resold and facilities-based interexchange and local exchange service in California, Colorado, Florida, Idaho, Iowa, Kentucky, Massachusetts, Michigan, Montana, New Jersey, New York, Pennsylvania, Rhode Island, Utah and Washington.

As the foregoing illustrates, Velocity possesses considerable telecommunications expertise. Velocity is technically qualified to provide local exchange and interexchange telecommunications services in South Carolina.

IV. Approval of Velocity's Application is in the Public Interest

Granting Velocity's Application is consistent with S.C. Code Ann. § 58-9-280(B), as amended by 1996 Act No. 354, and, in that regard Applicant makes the following representations to the Commission:

- a. Applicant possesses the technical, financial, and managerial resources sufficient to provide the services requested;
- b. Applicant's services will meet the service standards required by the Commission;
- c. The provision of local and interexchange services by Applicant will not adversely impact the availability of affordable local and interexchange service;
- d. Applicant, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and,
- e. The provision of local and interexchange services by Applicant will not adversely impact the public interest.

The demands of a competitive market are a better means to achieve affordability and quality of service than a monopoly environment. As competitors vie for market share, they will compete based upon price, innovation and customer service.

Those providers that offer consumers the most cost effective products will gain market share. In contrast, providers whose products do not meet the needs of consumers will lose market share and, ultimately, be eliminated from the industry.

Additionally, Velocity's entry into the local exchange and interexchange markets will not unreasonably prejudice or disadvantage any telephone service providers. Incumbent local exchange carriers presently serve a large majority of the local exchange customers in South Carolina. The major advantages of incumbency (i.e., ownership of the existing local network as well as access to, and long-standing relationships with, every local customer) constitute a substantial obstacle to new entrants. Moreover, exchange services competition will stimulate the demand for the services supplied by all local service carriers, including those of the incumbent LECs. Thus, in a competitive market, there will be increased potential for such LECs to generate higher revenues. Additionally, in a competitive market, incumbent providers will have market incentives to improve the efficiency of their operations, thereby reducing their costs and ultimately their profit margins. Finally, it is important to recognize that in a competitive market, incumbent LECs will derive revenues from both resellers of their local exchange and interexchange services as well as facilities based competitive local exchange providers.

Currently, South Carolina consumers have a limited choice with regard to the provision of local exchange telecommunications service. A competitive local and interexchange service market comprised of incumbents and competitive providers such as Velocity will offer consumers a competitive option and, therefore, will better satisfy the needs of various market segments. In this regard, approval of this Application is clearly in the public interest.

V. Description of Services Offered and Service Territory

For informational purposes, Velocity has filed with this Application an illustrative price list based on Velocity's current expectations regarding local services. (Exhibit "E"). Velocity expects to offer a full array of services to both business and residential customers, including the following:

Interexchange (switched and dedicated services):

- A. 1+ and 101XXXX outbound dialing;
- B. 800/888 toll-free inbound dialing;
- C. Calling cards; and
- D. Data Services.

Local Exchange:

- A. Local Exchange Services for business and residence customers that will enable customers to originate and terminate local calls in the local calling area served by other LECs.
- B. Switched local exchange services, including basic service, trunks, carrier access, and any other switched local services that currently exist or will exist in the future.
- C. Non-switched local services (e.g., private line) that currently exist or will exist in the future.
- D. Centrex and/or Centrex-like services that currently exist or will exist in the future.
- E. Digital subscriber line, ISDN, and other high capacity services.

Prior to providing local exchange services to the public in South Carolina, Velocity will file a complete Final Tariff and/or Price List with the Commission. Furthermore, Applicant submits contemporaneously with this application its proposed tariff for local exchange service (Exhibit E) and interexchange service (Exhibit F), which contain a description of services to be provided, all rules and regulations applicable to such services, and proposed rates for such services.

VI. Waivers and Regulatory Compliance

Velocity requests that the Commission grant it a waiver of those regulatory requirements inapplicable to competitive local service resellers such as Velocity. Such rules are not appropriate or necessary for competitive providers and constitute an economic barrier to entry into the local exchange market.

1. Financial Record-Keeping System

a. Velocity respectfully requests that it be exempt from any record-keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). The USOA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulation.

b. As a competitive carrier, Velocity maintains its book of accounts in accordance with Generally Accepted Accounting Principles ("GAAP"). Neither the FCC, nor the Commission, has required Velocity to maintain its records under the USOA for purposes of Velocity's interexchange operations. Thus, Velocity does not possess the detailed cost data required by USOA, nor does it maintain detailed records on a state-specific basis. As a competitive provider, Velocity's network operations are integrated to achieve maximum efficiency. Having to maintain records pertaining specifically to its South Carolina local service operations would place an extreme burden on Velocity.

c. Moreover, Velocity asserts that because it utilizes GAAP, the Commission will have a reliable means by which to evaluate Velocity's operations. Therefore, Velocity hereby respectfully requests to be exempt from the any USOA requirements of the Commission.

d. In addition, the Company hereby respectfully requests a waiver of 26 S.C. Code & Ann. Regs. 103-610, which requires books and records to be kept in the State of South Carolina, but rather, the Company desires to keep its books and records at its principal place of business.

2. Local Exchange Directories

Applicant respectfully requests a waiver of the requirement in Rule 103-631 to publish and distribute local exchange directories. Velocity will make arrangements with the incumbent LECs whereby the names of Velocity's customers will be included in the directories published by the incumbent LECs. LEC directories will also be modified to include Velocity's customer service number. These directories will be distributed to Velocity's customers. This approach is entirely reasonable and will have a direct benefit to the customers of both Velocity and the incumbent LEC since they need only refer to one directory for a universal listing of customer information. It would be an unnecessary burden on Velocity to require that it publish and distribute its own directory to all customers located within each exchange area, particularly since nearly all of these customers will be customers of the incumbent LECs. It is more efficient for Velocity to simply include its limited customer list in the existing directories of the incumbent LECs.

3. Flexible Regulation of Local Services and Alternative Regulation of Interexchange Services

Applicant respectfully requests that its local service offerings be regulated in accordance with procedures authorized for NewSouth Communications in Order No. 98-165 in docket No. 97-467-C. Additionally, Applicant respectfully requests that its interexchange service offerings be regulated in accordance with procedures established for alternative regulation in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C.

4. Marketing Practices

Pursuant to the South Carolina Public Service commission's Order No. 95-658 (issued March 20, 1995), Applicant makes the following affirmation relating to the Applicant's provision of services:

As a telephone utility under the regulation of the Public Service Commission of South Carolina, Carrier does hereby assert and affirm that as a reseller of intrastate telecommunications service, Carrier will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, Carrier will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Carrier understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

5. Maps

Applicant's local exchange calling areas will initially mirror the service areas of the incumbent local exchange carriers; therefore, Applicant hereby respectfully requests a waiver of the map-filing requirement pursuant to 26 S.C. Code & Ann. Regs. 103-612.2.3 and of 26 S.C. Code Ann. Regs. 103-631 requiring publication of directories.

VII. Conclusion

This Application demonstrates that Velocity The Greatest Phone Company Ever, Inc., possesses the technical, financial and managerial resources to provide resold and facilities-based local exchange and interexchange service in the State of South Carolina. Furthermore, granting this Application will promote the public interest by increasing the level of competition in the South Carolina telecommunications market. Ultimately, competition will compel all exchange telecommunications service providers to operate more efficiently and pass the resultant cost savings on to consumers. In addition, as a result of competition, the overall quality of local exchange and interexchange service will improve. As stated above, Applicant does not intend to provide local service, by its own facilities or otherwise, to any customer located in a rural incumbent LEC's service area, until Applicant provides such LECs notice of intent at least 30 days prior to the date of the intended service.

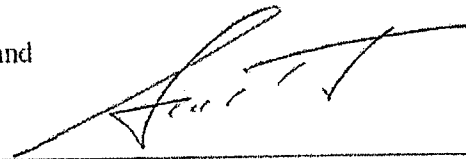
Wherefore, Velocity The Greatest Phone Company Ever, Inc., respectfully petitions this Commission for authority to operate as a reseller and facilities-based provider of local exchange and interexchange telecommunications services in the State of South Carolina and for local service offerings to be regulated in accordance with procedures authorized for NewSouth Communications in Order No. 98-165 in docket No. 97-467-C; and for interexchange service offerings to be regulated in accordance with procedures established for alternative regulation in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, in accordance with this Application and for such other relief as it deems necessary and appropriate.

Respectfully submitted,

Velocity The Greatest Phone Company Ever, Inc.

Lance J.M. Steinhart
Lance J.M. Steinhart, PC
1720 Windward Concourse, Suite 115
Alpharetta, Georgia 30005
(770) 232-9200

and



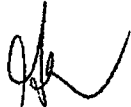
Scott Elliott
721 Olive Street
Columbia, SC 29205
(803) 771-0555

Attorneys for Applicant

August 29, 2009

VERIFICATION OF Applicant

I, Gregory Kiley, President to Velocity The Greatest Phone Company Ever, Inc., a Delaware Corporation, the applicant for a Certificate of Public Convenience and Necessity from the Public Service Commission of the State of South Carolina, verify that based on information and belief, I have knowledge of the statements in the foregoing Application, and I declare that they are true and correct.



Gregory Kiley
President

Velocity The Greatest Phone Company Ever, Inc.

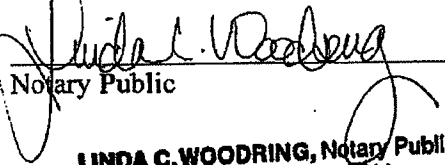
Sworn to me, the undersigned

Notary Public on this

31 day of August, 2009.

State of Ohio

County of Lucas



Notary Public

LINDA C. WOODRING, Notary Public
In and for the State of Ohio
My Commission Expires 12/21/2010

EXHIBIT "A"
CERTIFICATE OF INCORPORATION

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "VELOCITY THE GREATEST PHONE COMPANY EVER, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-FOURTH DAY OF OCTOBER, A.D. 2005, AT 4:32 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE TWENTY-NINTH DAY OF NOVEMBER, A.D. 2006, AT 1:51 O'CLOCK P.M.

CERTIFICATE OF RENEWAL, FILED THE TWENTY-NINTH DAY OF MAY, A.D. 2008, AT 12 O'CLOCK P.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "VELOCITY THE GREATEST PHONE COMPANY EVER, INC.".



4052380 8100H

090328391

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7225012

DATE: 04-02-09

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:32 PM 10/24/2005
FILED 04:32 PM 10/24/2005
SRV 050867298 - 4052380 FILE

STATE OF DELAWARE
CERTIFICATE OF INCORPORATION OF
Velocity The Greatest Phone Company Ever, Inc.
A STOCK CORPORATION

FIRST: THE NAME OF THIS CORPORATION IS: Velocity The Greatest Phone Company Ever, Inc.

SECOND: THE STREET ADDRESS IN DELAWARE OF THE CORPORATION'S REGISTERED OFFICE IS: THE NAAMAN'S BUILDING SUITE 206, 3501 SILVERSIDE RD., WILMINGTON (NEW CASTLE COUNTY), DELAWARE 19810. THE REGISTERED AGENT IN CHARGE THEREOF IS THE DELAWARE COMPANY, USA.

THIRD: THIS CORPORATION IS ORGANIZED FOR THE PURPOSE OF TRANSACTING ANY AND ALL LAWFUL BUSINESS FOR WHICH A CORPORATION MAY BE FORMED UNDER THE DELAWARE GENERAL CORPORATION LAW.

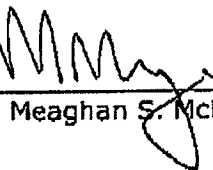
FOURTH: THE TOTAL NUMBER OF SHARES OF STOCK WHICH THE CORPORATION IS AUTHORIZED TO ISSUE IS 1,500 SHARES OF COMMON STOCK HAVING NO PAR VALUE.

FIFTH: THE NAME AND ADDRESS OF THE INCORPORATOR IS: THE DELAWARE COMPANY, USA., THE NAAMAN'S BUILDING SUITE 206, 3501 SILVERSIDE ROAD, WILMINGTON, DE 19810.

SIXTH: TO THE FULLEST EXTENT PERMITTED BY LAW, NO DIRECTOR OF THIS CORPORATION SHALL BE PERSONALLY LIABLE TO THE CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY OF SUCH DIRECTOR.

THE UNDERSIGNED INCORPORATOR EXECUTED THIS CERTIFICATE OF INCORPORATION, ON October 24, 2005, AND HEREBY ACKNOWLEDGES THAT THE FOREGOING CERTIFICATE IS THE ACT AND DEED OF THE UNDERSIGNED AND THAT THE FACTS CONTAINED HEREIN ARE TRUE.

INCORPORATOR:
THE DELAWARE COMPANY, USA.



Meaghan S. McKaige, Vice President

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:51 PM 11/29/2006
FILED 01:51 PM 11/29/2006
SRV 061088475 - 4052380 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

VELOCITY THE GREATEST PHONE COMPANY EVER, INC.

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

1. That by a Joint Written Consent of the Sole Director and Sole Stockholder of the Corporation, resolutions were duly adopted declaring the advisability of and approving an amendment to the Certificate of Incorporation. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of the Corporation be amended by changing the Article thereof numbered "**FOURTH**" so that, as amended, said Article shall be and read as follows:

FOURTH: THE TOTAL NUMBER OF SHARES OF STOCK WHICH THE CORPORATION IS AUTHORIZED TO ISSUE IS 5,000,000 SHARES OF COMMON STOCK, \$.001 PAR VALUE PER SHARE, OF WHICH 2,500,000 SHALL BE DESIGNATED AS CLASS A COMMON STOCK, \$.001 PAR VALUE PER SHARE, AND 2,500,000 SHALL BE DESIGNATED AS CLASS B COMMON STOCK, \$.001 PAR VALUE PER SHARE (THE CLASS A COMMON STOCK AND CLASS B COMMON STOCK, COLLECTIVELY, THE "COMMON STOCK"). THE RELATIVE RIGHTS, PREFERENCES AND LIMITATIONS OF THE SHARES OF EACH CLASS OF COMMON STOCK ARE:

DIVIDENDS. THE HOLDERS OF OUTSTANDING COMMON STOCK SHALL BE ENTITLED TO RECEIVE A DIVIDEND WHEN AND AS DECLARED BY THE BOARD OF DIRECTORS OF THE CORPORATION. THE HOLDERS OF THE COMMON STOCK SHALL PARTICIPATE EQUALLY PER SHARE IN ANY DIVIDEND DISTRIBUTION WITHOUT DISTINCTION BETWEEN THE CLASSES.

VOTING. THE HOLDERS OF CLASS A COMMON STOCK SHALL HAVE THE RIGHT TO ELECT THREE (3) DIRECTORS. THE HOLDERS OF CLASS B COMMON STOCK SHALL HAVE THE RIGHT TO ELECT ONE (1) DIRECTOR. THE HOLDERS OF THE COMMON STOCK SHALL PARTICIPATE EQUALLY PER SHARE IN VOTING ON ALL OTHER CORPORATE MATTERS WITHOUT DISTINCTION BETWEEN THE CLASSES.

LIQUIDATION. IN THE EVENT OF ANY LIQUIDATION, DISSOLUTION, OR WINDING-UP OF THE CORPORATION, THE HOLDERS OF THE COMMON STOCK SHALL

PARTICIPATE EQUALLY PER SHARE IN ANY DISTRIBUTION TO STOCKHOLDERS WITHOUT DISTINCTION BETWEEN THE CLASSES.

THE PREVIOUSLY ISSUED AND OUTSTANDING 1,500 SHARES OF COMMON STOCK HAVING NO PAR VALUE SHALL, UPON THE FILING OF THIS CERTIFICATE OF AMENDMENT BE CHANGED INTO 2,500,000 ISSUED AND OUTSTANDING SHARES OF CLASS A COMMON STOCK, \$.001 PAR VALUE PER SHARE.

2. That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, I have subscribed this certificate this 29th day of November, 2006.

/s/ Edward J. Kiley Jr.
Edward J. Kiley Jr., sole Stockholder

STATE OF DELAWARE CERTIFICATE FOR RENEWAL AND REVIVAL OF CHARTER

The corporation organized under the laws of Delaware, the charter of which was voided for non-payment of taxes, now desires to procure a restoration, renewal and revival of its charter, and hereby certifies as follows:

1. The name of this corporation is VELOCITY THE GREATEST PHONE COMPANY EVER, INC.
2. Its registered office in the State of Delaware is located at 108 WEST 13TH STREET (street), City of WILMINGTON
Zip Code 19801 County of NEW CASTLE the name of its registered agent is BUSINESS FILINGS INCORPORATED
3. The date of filing of the original Certificate of Incorporation in Delaware was 10/24/2005
4. The date when restoration, renewal, and revival of the charter of this company is to commence is the 29TH day of FEBRUARY, same being prior to the date of the expiration of the charter. This renewal and revival of the charter of this corporation is to be perpetual.
5. This corporation was duly organized and carried on the business authorized by its charter until the 1ST day of MARCH A.D. 2008, at which time its charter became inoperative and void for non-payment of taxes and this certificate for renewal and revival is filed by authority of the duly elected directors of the corporation in accordance with the laws of the State of Delaware.

IN TESTIMONY WHEREOF, and in compliance with the provisions of Section 312 of the General Corporation Law of the State of Delaware, as amended, providing for the renewal, extension and restoration of charters the last and acting authorized officer hereunto set his/her hand to this certificate this 28TH day of MAY A.D. 2008.

By: 

Authorized Officer

Name: Gregory Kiley

Print or Type

Title: President

EXHIBIT "B"
FOREIGN CORPORATION QUALIFICATION

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

DEC 03 2008

APPLICATION BY A FOREIGN CORPORATION
FOR A CERTIFICATE OF AUTHORITY
TO TRANSACT BUSINESS
IN THE STATE OF SOUTH CAROLINA

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA
TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to Section 33-15-103 of the 1976 South Carolina Code, as amended, the undersigned corporation hereby applies for authority to transact business in the State of South Carolina, and for that purpose, hereby submits the following statement:

1. The name of the corporation is (see Sections 33-4-101 and 33-15-106 and Section 33-19-500(b)(1) if the corporation is a professional corporation) Velocity The Greatest Phone Company Ever, Inc.

2. It is incorporated as (Check applicable item) ☒ a general business corporation ☐ a professional corporation, under the laws of the state of Delaware

3. The date of its incorporation is October 24, 2005 and the period of its duration is Perpetual

4. The address of the principal office of the corporation is 7130 Spring Meadows West Drive in the city of Holland and the state of OH 43528

5. The address of the proposed registered office the state of South Carolina is 2 Office Park Court in the city of Columbia in South Carolina 29223

6. The name of the proposed registered agent in this state at such address is TCS Corporate Services, Inc. Print Name

I hereby consent to the appointment as registered agent of the corporation:

Carin Kay
Signature of the Registered Agent

7. The name and usual business address of the corporation's directors (if the corporation has no directors, then the name and address of the persons who are exercising the statutory authority of the directors on behalf of the corporation) and principal officers:

a) Name of Directors

See Attached

Business Address

b) Name and Office of Principal Officers

See Attached

Business Address

081203-0029

FILED: 12/03/2008

VELOCITY THE GREATEST PHONE COMPANY EVER, INC.
Filing Fee: \$135.00 ORIG

Mark Hammond

South Carolina Secretary of State

Velocity The Greatest Phone Company Ever, Inc.
Name of Corporation

8. The aggregate number of shares which the corporation has authority to issue, itemized by classes and series, if any, within a class:

Class of Shares and Series
Common

Authorized Number of Each Class and Series
5,000,000

9. Unless a delayed date is specified, this application shall be effective when accepted for filing by the Secretary of State (See Section 33-1-230): upon qualification

X Date 10/20/08

Velocity The Greatest Phone Company Ever, Inc.
Name of Corporation

X By: [Signature]
Gregory Kiley Signature
Type or Print Name and Office
President

FILING INSTRUCTIONS

- Two copies of this form, the original and either a duplicate original or a conformed copy must be filed.
- If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form.
- Schedule of Fees (Payable at the time of filing this document):

Fee for filing Application	\$10.00
Filing Tax	\$100.00
Minimum	\$25.00
(Payable to Secretary of State)	\$135.00
- This form must be accompanied by the initial annual report of corporations and an original certificate of existence no more than 30 days old from a state official of the jurisdiction where the corporation is incorporated.
- If the applicant corporation is adopting a fictitious name for use in South Carolina pursuant to Section 33-15-106(a), then a certified copy of the board of directors resolution approving the fictitious name must be attached to the application.
- If the applicant is a foreign professional corporation, then in addition to satisfying the name requirements in Sections 33-19-160 and 33-19-500(b)(1), the following information must be included in the application:
 - A statement that the corporation's sole business purpose is to engage in a specified form of professional services (e.g. Law firm).
 - A statement that all of its shareholders not less than one-half of its directors, and all of its officers other than its secretary or treasurer, if any, are licensed in one or more states to render a professional service described in its articles of incorporation.

Return to: Secretary of State
 P.O. Box 11350
 Columbia, SC 29211

NOTE

THE FILING OF THIS DOCUMENT DOES NOT, IN AND OF ITSELF, PROVIDE AN EXCLUSIVE RIGHT TO USE THAT NAME ON OR IN CONNECTION WITH ANY PRODUCT OR SERVICE. USE OF A NAME AS A TRADEMARK OR SERVICE MARK WILL REQUIRE FURTHER CLEARANCE AND REGISTRATION AND BE AFFECTED BY PRIOR USE OF THE MARK. FOR MORE INFORMATION, CONTACT THE TRADEMARKS DIVISION OF THE SECRETARY OF STATE'S OFFICE AT (803) 734-2511.

Form Revised by South Carolina
 Secretary of State, November 1998

LIST OF OFFICERS & DIRECTORS OF
Velocity The Greatest Phone Company Ever, Inc.

Officers

Gregory Kiley
N. Stevens Newcomer

President and CEO
Secretary

Directors

Gregory Kiley

All the above referenced Officers & Directors can be reached at:
7130 Spring Meadows West Drive, Holland, Ohio 43528



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
INITIAL ANNUAL REPORT OF CORPORATIONS

CL-1
(Rev. 8/95)
3134

File Number _____		ENDING PERIOD _____ Month _____ Year _____		SID number _____
NAME OF CORPORATION <u>Velocity The Greatest Phone Company Ever, Inc.</u>				
ADDRESS OF CORPORATION (NUMBER AND STREET) <u>7130 Spring Meadows West Drive</u>				
CITY AND STATE <u>Holland OH</u>	ZIP <u>43528</u>	COUNTY <u>Lucas</u> <small>For Secretary of State Use Only</small>		
Date "Application for Charter" filed with Secretary of State _____				
Date of "Request for authority to do business in this state" (Foreign Corp.) <u>DEC 03 2008</u>				
IRS Employer Identification Number _____ Business Code _____ <small>(Office Use Only)</small>				
1. State of Incorporation: <u>Delaware</u>				
2. Nature of principal business in South Carolina: <u>Provide Telecommunication Services</u>				
3. Location of registered office of the corporation in the state of South Carolina is _____ in the city of _____ Registered agent at such address is <u>TCS Corporate Services, Inc.</u>				
2 Office Park Court, Ste. 103, Columbia, SC 29223				
4. Location of principal office in South Carolina (street, city and county): <u>7130 Spring Meadows West Drive, Holland, Ohio 43528</u>				
5. Date business commenced in South Carolina upon qualification <u>Telephone # (419) 868-9983</u>				
6. Indicate date corporation closes its books: <u>December 31</u>				
7. If a professional corporation, are all shareholders, one-half of the directors (or individuals functioning as directors) and all officers (other than the secretary and treasurer) qualified to practice the professional services engaged in by the corporation?				
8. The names and business addresses of the directors (or individuals functioning as directors) and principal officers in the corporation are:				
SSN	Name/Title	Business Address and Office		
	<u>See Attached</u>			
9. The total number of authorized shares of capital stock itemized by class and series, if any, within each class is as follows:				
Number of Shares	Class	Series		
<u>5,000,000</u>	<u>Common</u>			
10. The total number of issued and outstanding shares of capital stock itemized by class and series, if any, within each class is as follows:				
Number of Shares	Class	Series		
<u>1,500</u>	<u>Common</u>			
11. _____ Corporation is not subject to taxes in South Carolina and has registered to comply with the provisions of SC Code Section 12-9-310; attach justification.				
1. Fee due with this report				25 00
2. Interest due				
3. Penalty due				
4. Total - Fee, Interest and Penalty (Make remittance payable to SC Department of Revenue.)				\$

ATTACH REMITTANCE HERE

AFFIDAVIT

I, the undersigned incorporator or principal officer of the corporation for which this return is made, declare that this return, including accompanying statements and schedules, has been examined by me and is to the best of my knowledge and belief true and complete return made in good faith.

Gregory Kiley

THIS RETURN PREPARED BY

X

10-20-08

DATE

X

SIGNATURE OF INCORPORATOR OR OFFICER AUTHORIZED TO SIGN

President

TITLE

LIST OF OFFICERS & DIRECTORS OF
Velocity The Greatest Phone Company Ever, Inc.

Officers

Gregory Kiley
N. Stevens Newcomer

President and CEO
Secretary

Directors

Gregory Kiley

All the above referenced Officers & Directors can be reached at:
7130 Spring Meadows West Drive, Holland, Ohio 43528

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

VELOCITY THE GREATEST PHONE COMPANY EVER, INC.,
a corporation duly organized under the laws of the state of **DELAWARE** and
issued a certificate of authority to transact business in South Carolina on
December 3rd, 2008, has on the date hereof filed all reports due this office, paid
all fees, taxes and penalties owed to the Secretary of State, that the Secretary of
State has not mailed notice to the Corporation that its authority to transact
business in South Carolina is subject to being revoked pursuant to Section 33-
15-310 of the 1976 South Carolina Code, and no application for surrender of
authority to do business in South Carolina has been filed in this office as of the
date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
3rd day of December, 2008.

Mark Hammond
Mark Hammond, Secretary of State

EXHIBIT "C"
FINANCIAL INFORMATION

Velocity, The Greatest Phone Company Ever, Inc.
Balance Sheet
As of December 31, 2006

Cash Basis

	<u>Dec 31, 06</u>
ASSETS	
Current Assets	
Checking/Savings	
1st Federal Savings	19.57
Fifth Third Bank - 9733	-172.61
First Federal Bank Chk - 1263	434.00
Sterling National Bank	<u>27,478.35</u>
Total Checking/Savings	27,759.31
Other Current Assets	
G & K Builders	9,500.00
Global Gateway Exchange	10,335.16
Gregory Kiley	1,500.00
Mike Newcomer	91,333.85
Notes Receivable	5,002.00
Refundable Deposits	5,868.00
Tax Partners Reserve Fund	<u>1,000.00</u>
Total Other Current Assets	<u>124,539.01</u>
Total Current Assets	152,298.32
Fixed Assets	
Computers	10,411.79
Computers A/D	-2,082.36
Furniture & Fixtures	100,550.57
Furniture & Fixtures A/D	-14,832.81
Leasehold Improvements	148,255.98
Leasehold Improvements A/D	-2,375.90
Machinery & Equipment	261,050.00
Machinery & Equipment A/D	<u>-51,579.05</u>
Total Fixed Assets	449,398.22
Other Assets	
Carrier Identification Code	2,850,000.00
Carrier Identification Code A/A	-126,666.67
Customer Database	291,836.16
Customer Database A/A	-12,970.50
Software	550,000.00
Software A/A	<u>-122,222.22</u>
Total Other Assets	<u>3,429,976.77</u>
TOTAL ASSETS	<u><u>4,031,673.31</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	<u>9,587.31</u>
Total Accounts Payable	9,587.31
Credit Cards	
Am Ex 04006,,01036,01044	27,828.79
Am Ex 3009	<u>31,256.11</u>
Total Credit Cards	59,084.90
Other Current Liabilities	
Note Payable	2,870,872.16
Payroll Liabilities	<u>677.50</u>
Total Other Current Liabilities	<u>2,871,549.66</u>
Total Current Liabilities	2,940,221.87
Long Term Liabilities	
K One- Cust Base & CIC	<u>1,841,836.16</u>
Total Long Term Liabilities	<u>1,841,836.16</u>

Velocity, The Greatest Phone Company Ever, Inc.
Balance Sheet
As of December 31, 2006

Cash Basis

	<u>Dec 31, 06</u>
Total Liabilities	4,782,058.03
Equity	
Common Stock	1,500.00
Net Income	<u>-751,884.72</u>
Total Equity	<u>-750,384.72</u>
TOTAL LIABILITIES & EQUITY	<u>4,031,673.31</u>

Velocity, The Greatest Phone Company Ever, Inc.
Profit & Loss
January through December 2006

Cash Basis

	<u>Jan - Dec 06</u>
Ordinary Income/Expense	
Income	
Sales	164,523.08
Total Income	164,523.08
Cost of Goods Sold	
Customer Site Work	1,080.00
Provider	262,322.07
Total COGS	263,402.07
Gross Profit	-98,878.99
Expense	
Advertising	16,303.00
Amortization Expense	261,859.39
Automobile	4,033.27
Bank Service Charges	11,401.95
Commission Expenses	16,958.35
Computer	150.00
Computer Programing	12,379.90
Consulting	9,700.00
Contributions	619.00
Depreciation Expense	70,870.12
Dues and Subscriptions	885.30
Employee DeMinimis	400.00
Fees	2,599.00
Finance Charge	142.43
Health	2,616.34
Insurance	1,016.00
Interest	8,600.00
Internet	416.38
Janitorial	1,500.00
Lease	26.16
Liability	859.66
Licenses and Permits	124.00
Meals and Entertainment	30,418.44
Merchant Services	176.41
Office Supplies	10,255.21
Payroll Expenses	3,491.77
Postage	1,611.79
Printing	7,168.96
Professional Development	21,628.00
Professional Fees	17,607.83
Recruiting	2,089.00
Rent	38,003.18
Repairs and Maintenance	75.00
Security	1,634.06
Subcontract Labor	58,455.20
Taxes	4,738.54
Telephone	8,015.15
Travel	24,251.11
Utilities	438.97
Total Expense	653,418.87
Net Ordinary Income	-752,297.86
Other Income/Expense	
Other Income	
Interest Income	413.14
Total Other Income	413.14
Net Other Income	413.14
Net Income	<u>-751,884.72</u>

Velocity, The Greatest Phone Company Ever, Inc.
Balance Sheet
As of December 31, 2007

Cash Basis

	<u>Dec 31, 07</u>
ASSETS	
Current Assets	
Checking/Savings	
National City #4322	-56,066.85
Sterling National Bank	222.35
Total Checking/Savings	<u>-55,844.50</u>
Other Current Assets	
Notes Receivable	79,685.73
Refundable Deposits	8,668.00
Total Other Current Assets	<u>88,253.73</u>
Total Current Assets	32,409.23
Fixed Assets	
Computers	23,438.61
Computers A/D	-18,441.36
Furniture & Fixtures	103,868.14
Furniture & Fixtures A/D	-43,377.81
Leasehold Improvements	171,805.42
Leasehold Improvements A/D	-6,554.90
Machinery & Equipment	261,050.00
Machinery & Equipment A/D	-104,285.05
Total Fixed Assets	<u>387,493.05</u>
Other Assets	
Carrier Identification Code	2,850,000.00
Carrier Identification Code A/A	-397,416.67
Customer Database	293,176.16
Customer Database A/A	-40,822.50
Software	550,000.00
Software A/A	-305,537.22
Total Other Assets	<u>2,949,399.77</u>
TOTAL ASSETS	<u><u>3,369,302.05</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	-385.77
Total Accounts Payable	<u>-385.77</u>
Other Current Liabilities	
Note Payable	1,058,180.54
Payroll Liabilities	24,741.30
Sales Tax Payable	281.08
Total Other Current Liabilities	<u>1,083,202.92</u>
Total Current Liabilities	1,082,817.15
Long Term Liabilities	
Notes Payable	4,156,177.92
Total Long Term Liabilities	<u>4,156,177.92</u>
Total Liabilities	5,238,995.07
Equity	
Common Stock	251,496.00
Retained Earnings	-751,884.72
Net Income	-1,369,304.30
Total Equity	<u>-1,869,693.02</u>
TOTAL LIABILITIES & EQUITY	<u><u>3,369,302.05</u></u>

Velocity, The Greatest Phone Company Ever, Inc.
Profit & Loss
January through December 2007

Cash Basis

	<u>Jan - Dec 07</u>
Ordinary Income/Expense	
Income	
Sales	529,547.53
Total Income	529,547.53
Cost of Goods Sold	
Commissions	80,901.00
Customer Site Work	3,848.04
Materials	825.10
Provider	527,856.02
Shipping	3,500.00
Total COGS	616,930.16
Gross Profit	-87,382.63
Expense	
Advertising	71,636.95
Amortization Expense	481,917.00
Answering Service	538.03
Automobile	16,354.32
Bank Service Charges	14,015.54
Computer Support	9,437.63
Consulting	32,380.87
Depreciation Expense	101,789.00
Donation	5,200.00
Dues and Subscriptions	276.45
Employee Benefits	1,454.44
Employee DeMinimis	6,528.98
Employee Incentives	1,550.00
Equipment Lease	7,606.94
Fees	267.19
Finance Charge	1,107.72
Gifts	1,025.89
Health	8,616.54
Insurance	2,127.61
Interest	20,150.00
Internet	2,051.93
Janitorial	5,451.30
Licenses and Permits	715.79
Meals and Entertainment	29,158.63
Merchant Services	1,284.70
Office Supplies	18,213.96
Payroll Expenses	104,593.05
Postage	11,283.22
Printing	2,694.19
Professional Development	1,454.22
Professional Fees	37,837.15
Rent	100,245.86
Repairs and Maintenance	6,656.74
Security	32.03
Storage	627.79
Subcontract Labor	68,768.51
Taxes	11,824.07
Telephone	33,660.15
Temps	2,000.00
Trade Shows	1,151.00
Travel	60,690.40
Utilities	10,743.96
Worker's Comp Insurance	50.00
Total Expense	1,285,169.75
Net Ordinary Income	-1,372,552.38
Other Income/Expense	
Other Income	
Commission	3,240.00
Interest Income	8.08

Velocity, The Greatest Phone Company Ever, Inc.
Profit & Loss
January through December 2007

Cash Basis

	<u>Jan - Dec 07</u>
Total Other Income	<u>3,248.08</u>
Net Other income	<u>3,248.08</u>
Net Income	<u><u>-1,369,304.30</u></u>

Velocity, The Greatest Phone Company Ever, Inc.
Balance Sheet
As of December 31, 2008

Accrual Basis

	<u>Dec 31, 08</u>
ASSETS	
Current Assets	
Checking/Savings	
National City #4322	31,088.21
National City #6951	281.84
National City #7241	143,773.82
Sterling National Bank	47,773.47
Total Checking/Savings	222,917.34
Accounts Receivable	
Accounts Receivable	905,666.09
Total Accounts Receivable	905,666.09
Other Current Assets	
Notes Receivable	915,297.16
Refundable Deposits	58,227.68
Total Other Current Assets	973,524.84
Total Current Assets	2,102,108.27
Fixed Assets	
Computers	65,636.05
Computers A/D	-82,638.36
Furniture & Fixtures	116,754.19
Furniture & Fixtures A/D	-73,785.81
Leasehold Improvements	185,800.42
Leasehold Improvements A/D	-12,224.90
Machinery & Equipment	264,037.93
Machinery & Equipment A/D	-164,916.05
RV	100,000.00
RV A/D	-60,000.00
Total Fixed Assets	358,663.47
Other Assets	
Carrier Identification Code	2,850,000.00
Carrier Identification Code A/A	-641,091.67
Customer Database	298,676.16
Customer Database A/A	-65,889.50
Software	369,490.33
Software A/A	-307,173.22
Total Other Assets	2,504,012.10
TOTAL ASSETS	<u><u>4,964,783.84</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	821,110.84
Total Accounts Payable	821,110.84
Credit Cards	
American Express 41008	29,124.56
American Express 51007	6,628.15
Total Credit Cards	35,752.71
Other Current Liabilities	
Child Support Withheld	213.30
Note Payable	402,500.00
Payroll Liabilities	31,541.88
Sales Tax Payable	172,865.61
Wells Fargo Financial Leasing	8,106.65
Total Other Current Liabilities	615,227.44
Total Current Liabilities	1,472,090.99
Long Term Liabilities	

Velocity, The Greatest Phone Company Ever, Inc.
Balance Sheet
As of December 31, 2008

Accrual Basis

	<u>Dec 31, 08</u>
Notes Payable	<u>2,155,970.37</u>
Total Long Term Liabilities	<u>2,155,970.37</u>
Total Liabilities	3,628,061.36
Equity	
Common Stock	1,414,489.00
Retained Earnings	-2,196,239.38
Net Income	<u>2,118,472.86</u>
Total Equity	<u>1,336,722.48</u>
TOTAL LIABILITIES & EQUITY	<u><u>4,964,783.84</u></u>

Velocity, The Greatest Phone Company Ever, Inc.
Profit & Loss
January through December 2008

Accrual Basis

	<u>Jan - Dec 08</u>
Ordinary Income/Expense	
Income	
Sales	8,724,527.94
Total Income	<u>8,724,527.94</u>
Cost of Goods Sold	
Commissions	331,824.77
Customer Site Work	482,963.42
Materials	432,235.71
Provider	2,629,313.05
Shipping	335,693.42
Total COGS	<u>4,211,930.37</u>
Gross Profit	4,512,597.57
Expense	
Advertising	13,189.32
Amortization Expense	453,693.00
Answering Service	2,730.47
Automobile	68,101.05
Bad Debt	103,019.72
Bank Service Charges	16,442.93
Computer Support	18,542.25
Consulting	11,470.00
Contributions	580.00
Depreciation Expense	200,906.00
Dues and Subscriptions	2,827.00
Employee Benefits	58,479.41
Employee DeMinimis	10,244.65
Employee Incentives	85,437.66
Equipment Lease	1,436.38
Fees	51,290.31
Finance Charge	52,086.64
Gifts	2,840.65
Insurance	16,674.13
Interest	75,943.10
Internet	4,733.31
Janitorial	7,451.93
Licenses and Permits	927.97
Life Insurance	615.00
Meals and Entertainment	74,808.62
Merchant Services	6,063.05
Office Supplies	24,116.53
Payroll Expenses	407,627.00
Postage	8,074.75
Professional Development	1,125.00
Professional Fees	102,792.73
Rent	166,299.61
Repairs and Maintenance	30,828.22
Security	1,947.88
Subcontract Labor	174,565.06
Taxes	125,247.15
Telephone	58,425.83
Trade Shows	200.00
Travel	120,523.61
Utilities	29,918.01
Web Hosting	727.83
Worker's Comp Insurance	1,656.19
Total Expense	<u>2,592,609.95</u>
Net Ordinary Income	1,919,987.62
Other Income/Expense	
Other Income	
Commission	198,409.05
Interest Income	86.19

Velocity, The Greatest Phone Company Ever, Inc.
Profit & Loss
January through December 2008

Accrual Basis

	<u>Jan - Dec 08</u>
Total Other Income	196,495.24
Other Expense	
Fines and Penalties	<u>10.00</u>
Total Other Expense	<u>10.00</u>
Net Other Income	<u>196,485.24</u>
Net Income	<u><u>2,118,472.86</u></u>

EXHIBIT "D"
BIOGRAPHY INFORMATION



Wm. "Chip" Werner
Vice President-Operations
Velocity, The Greatest Phone Company Ever, Inc.
Office 419-868-9983 Ext. 105
Fax 419-868-9986
Cell 419-356-5164
chip@velocity.org
www.velocity.org

KEY CONTRIBUTIONS

Results-oriented Executive with over 10 years experience in the telecommunications industry. Solid background in sales, marketing and operations. Extensive direct and indirect sales leadership experience. A forward thinking executive with excellent vision. Strong written and verbal skills.

Education

Major: Sales & Marketing

PROFESSIONAL EXPERIENCE

Sprint PCS-Corporate Account Manager

- Several awards for Outstanding Sales Achievement.
- Leadership Roundtable
- Increased Sales 175%

MCI-Master Agent-Sales Director

- Managed a \$18,000,000 block of MCI business
- Increased sales to \$21,000.00 in 8 Months

All-Comm-President

Master agent agreements with several Carriers. Maintained my accounts. New Business Development.

Velocity-Director-New Business Development

Job responsibilities:

- Corporate Operations
- New Business Development
- New Product Development
- Policies and Procedures
- New Territory R&D
- Promoted to Vice President-Operations



Gregory Killey
7130 Spring Meadows West.
Holland, Ohio 43528
419-868-9983 Ext 118

KEY CONTRIBUTIONS

Results-oriented Executive with over 22 years experience in the telecommunications industry. Solid background in sales, marketing, engineering and operations in both retail and wholesale market segments. Extensive direct and indirect sales leadership experience. Diverse executive management background with expertise in entrepreneurial start-up organizations. A forward thinking executive with excellent vision, leadership and negotiation skills. Strong written and verbal skills.

- Increased annual revenue in start-up firm to over \$75M in 2 years during difficult market conditions.
- Recruited and developed fully operational Sales, Marketing and Professional Service teams.
- Developed compensation plans and revenue goals for sales teams at several companies.
- Solid track record of increasing sales and profitability while reducing costs and employing performance optimization plans in a wide range of situations.
- Created models and benchmarks that have been used by other telecom firms across the U.S.

Education

Bachelor in Arts & Science

Strengths include Mathematics and International Politics

PROFESSIONAL EXPERIENCE

Tele-Fibernet

Account Executive

Long Distance reseller for Williams- AT&T/SDN and Sprint-Top Salesman in the country (went on to become MCI/WorldCom)

Metro-Media

Senior Account Executive

Top Salesman in the country (Metro-Media went on to become MCI/WorldCom)

US Fiber Com

Major Account Executive

Top Salesman in the country

Midcom

National Account Executive

Midcom bought US Fibercom- Top Salesman in the country

PROFESSIONAL AFFILIATIONS

In 1997 started Kytel International Group-built owned and managed-direct international operating agreements with PTT's, with Legal white licenses with government authorities. Still operates as a sales arm for Envision Global Reach.

Contracted for 10 years as President/CEO to build and manage and direct Velocity,
The Greatest Phone Company Ever, Inc.

EXHIBIT "E"
ILLUSTRATIVE LOCAL EXCHANGE PRICE LIST

VELOCITY THE GREATEST PHONE COMPANY EVER, INC.

Title Sheet
SOUTH CAROLINA PSC TARIFF NO. 2

LOCAL EXCHANGE SERVICE

VELOCITY THE GREATEST PHONE COMPANY EVER, INC.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF SOUTH CAROLINA

LOCAL EXCHANGE SERVICE

CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

Page Number	Revision	Page Number	Revision	Page Number	Revision
1	Original	41	Original	81	Original
2	Original	42	Original	82	Original
3	Original	43	Original	83	Original
4	Original	44	Original	84	Original
5	Original	45	Original	85	Original
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40	Original	80	Original		

ISSUE DATE:

EFFECTIVE DATE:

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7130 Spring Meadows West Drive
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Phone Number: (419) 868-9983, E-Mail Address: admin@velocity.org

LOCAL EXCHANGE SERVICE

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LOCAL EXCHANGE SERVICE

**EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF
TECHNICAL TERMS USED IN THIS TARIFF.**

The following symbols shall be used in this tariff for the purpose indicated below:

- | | | |
|---|---|--|
| C | - | To signify changed regulation. |
| D | - | To signify discontinued rate or regulation. |
| I | - | To signify increased rate. |
| M | - | To signify a move in the location of text. |
| N | - | To signify new rate or regulation. |
| R | - | To signify reduced rate. |
| S | - | To signify reissued matter. |
| T | - | To signify a change in text but no change in rate or regulation. |

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LOCAL EXCHANGE SERVICE

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications service by Velocity The Greatest Phone Company Ever, Inc. to customers within the local exchange service area, defined herein.

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LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

- Account Codes: Allows a User to allocate local calls to a 4-digit, non-verified account code.
- Advance Payment: Payment of all or part of a charge required before the start of service.
- Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.
- Business Service: A switched network service that provides for dial Station Communications that is described as a business or commercial rate.
- Call Forward Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.
- Call Forward No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.
- Call Forward Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.
- Call Hold: Allows the User to hold one call for any length of time provided that neither party goes On Hook.
- Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

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LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITIONS (continued)

- Call Pickup:** Allows a User to answer incoming calls to another Station line within a defined call Pickup group. Call Pickup is provided as either Group Call Pickup, where the predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.
- Call Waiting:** Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.
- Call Waiting Cancel:** Allows a User to cancel the Call Waiting feature on a per call basis by dialing a specific two-digit code.
- Call Number Delivery:** Identifies the 10-digit number of the calling party.
- Call Number Delivery Blocking:** Blocks the delivery of the number to the called party on a per call basis.
- Class of Service:** Used to prevent a Station from dialing certain codes and numbers.
- Company:** Velocity The Greatest Phone Company Ever, Inc., which is the issuer of this tariff.
- Commission:** South Carolina Public Service Commission
- Conference/Six-Way:** The User can sequentially call up to five other people and add them together to make up a six-way call.

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LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITIONS (continued)

Conference/ Three-Way:	The User can sequentially call up to two other people and add them together to make up a three-way call.
Customer:	The person, firm, corporation or other entity that orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.
Dial Pulse (DP):	The pulse type employed by rotary dial Station sets.
Direct Inward Dialing (DID):	A service attribute that routes incoming calls directly to Stations, bypassing a central answering point.
Dual Tone Multi-Frequency ("DTMF"):	The pulse type employed by tone dial Station sets.
Individual Case Basis:	A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.
Joint User:	A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.
LATA:	A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.
Local Calling:	A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

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LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITIONS (continued)

Local Exchange Carrier:	A company that furnishes exchange telephone service.
Mbps:	Megabits, or millions of bits, per second.
Message Waiting:	This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).
Most Idle Trunk Selection (MIDL):	MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.
Multiple Appearance Directory Numbers:	A directory number that is assigned more than once to one or more Proprietary Business Sets.
Multi-Frequency ("MF"):	An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.
Non-Recurring Charges:	The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.
Off-Hook:	The term "off-hook" denotes the active condition of a telephone exchange service line.
On-Hook:	The term "on-hook" denotes the idle condition of a telephone exchange service line.

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LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITIONS (continued)

ORS The South Carolina Office of Regulatory Staff.

Presubscription-2
(PIC-2): An arrangement whereby a Customer may select and designate to the Company an Interexchange Carrier it wishes to access, without an access code, for completing intraLATA toll calls. The selected Interexchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC-2).

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Residence Service: Residence Service is that service furnished in private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupation use; in the study of a clergyman located in a church, in college fraternity or sorority houses, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

Service

Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the Service Order and this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITIONS (continued)

Services:	The Company's telecommunications services offered on the Company's network.
Shared Facilities:	A facility or equipment system subsystem that can be used simultaneously by several Customers.
Speed Call:	Provides a User with the option to call selected directory numbers by dialing a one-two-digit code.
Station:	Telephone equipment from or to which calls are placed.
TBD:	To Be Determined.
Toll Denial	This service blocks access to the Long Distance Message Telecommunications Network, either by direct or operator assistance.
Trunk:	A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.
User:	A customer or any other person authorized by the Customer to use service provided under this tariff.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope:

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of South Carolina under the terms of this tariff.

The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as the facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, via telephone or in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

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LOCAL EXCHANGE SERVICE

SECTION 2 – REGULATIONS (continued)

- 2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.
- 2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of South Carolina without regard for its choice of laws provision.
- 2.1.3.5 The Customer has no property right to the Telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 2.1.3.6 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.7 below.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.1.3.7 The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of the termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only expected. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its Service, including but not limited to mistakes, omissions, interruption, delay, or errors, or other defects, representations, or use of these services or damages arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, lost profits, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- 2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damage associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.
- 2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.1.4.4 The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of common carriers or warehousemen.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- 2.1.4.5 The Company shall not be liable for any damages or losses due to the fault of negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.6 Reserved for Future Use.
- 2.1.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- 2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss of damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others. All other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- 2.1.4.9 Reserved for Future Use.
- 2.1.4.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- 2.1.4.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- 2.1.4.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, or materials and supplies, for interconnection of the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- 2.1.4.14 With respect to Emergency Number 911 Service:
- (a) This service is offered solely as an aid in handing assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- (b) The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- 2.1.4.15 The Company's liability arising from errors or omissions in Directory Listings, other than charged listing, shall be limited to the amount of actual impairment of the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
- 2.1.4.16 In conjunction with a non-published telephone number, as described in Section 3.4.5.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- 2.1.4.17 When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this tariff Customer acknowledges and agrees with the release of information as described above.
- 2.1.4.18 In conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.3.2, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.1.4.19 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to any individual Customer but affect many Customers services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.1.6 Provisions of Equipment and Facilities

- 2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to a Customer.
- 2.1.6.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.1.6.3 Equipment the Company provided or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
- 2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

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SECTION 2 - REGULATIONS (continued)

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the premises of the Customer, at the level of heating and air conditioning necessary to maintain the proper operating environment of such premises.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.3 Obligations of the Customer (continued)

2.3.1 The Customer shall be responsible for: (continued)

- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Local Exchange Service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be born entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting any order for service;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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SECTION 2 - REGULATIONS (continued)

2.3 Obligations of the Customer (continued)

- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3.1 (d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- (g) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which services are interrupted for such purposes.

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Customer, its employees, agents, representatives or invitees; or

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SECTION 2 - REGULATIONS (continued)

2.3 Obligations of the Customer (continued)

- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company or this tariff.

2.4 Customer Equipment and Channels

2.4.1 In General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

- 2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

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SECTION 2 - REGULATIONS (continued)

2.4 Customer Equipment and Channels (continued)

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Local Exchange Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.4.3.2 Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

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SECTION 2 - REGULATIONS (continued)

2.4 Customer Equipment and Channels (continued)

2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with requirements set forth in section 2.4.2.2 for the installations, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon a request from the customer 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements

The following provisions shall apply to all service:

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Joint or Authorized Users. All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing or orally within the applicable statute of limitation. No credits, refunds or adjustments shall be granted if demand therefore is not received within such limitation period.

2.5.1.1 Taxes

All state and local taxes authorized by regulatory bodies recognized as allowable billing pass throughs to the customer (i.e., sales tax, municipal utilities tax) will be listed as separate line items and not included in the quoted rates.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.1.1.1 Other Charges
Reserved for Future Use

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring, and Non-Recurring Charges are due and payable upon receipt.

2.5.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in such service is provided.

2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rated basis. For this purpose every month is considered to have 30 days.

2.5.2.4 The Company may assess a return check charge for each check returned for insufficient funds not to exceed that allowed by applicable state law as contained in S.C. Code Ann. 34-11-70.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.3 Disputed Bills

All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing or orally within the applicable statute of limitations. No credits, refunds or adjustments shall be granted if demand therefore is not received within such limitation period.

2.5.3.1 The date of the dispute shall be the date the Company receives communication from either, the Customer, ORS or both.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute. In the event that the Customer, upon notification from the Company, is not satisfied with findings of such dispute, the Company has an obligation to inform the Customer of recourse through the ORS and the date of resolution will remain undefined.

2.5.3.2 Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

South Carolina Office of Regulatory Staff
Consumer Services Division
1401 Main Street, Suite 900
Columbia, SC 29201
Local – (803) 737-5230
Toll Free Number – (800) 922-1531
Fax Number – (803) 737-4750

2.5.4 Advance Payments

Reserved for future use.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.5 Deposits

2.5.5.1 Applicants for service or any existing Customer whose financial condition warrants a security deposit, using solely the criteria found in Commission Regulation R103-621 (A) and (C), may be required at any time.

- (a) two month's charges for service or facility which has a minimum payment period of one month; or
- (b) in accordance with 26 S.C. Code Ann. Regs. 103-621.2 (Supp. 1999).

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.5.2 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit to the Customer's account.

2.5.5.3 Deposits held for residential and business customers will accrue interest in accordance with 26 S.C. Code Ann. Regs. 103-621.3 (Supp. 1999).

2.5.5.4 Deposits from New or Existing Residential Customers Receiving Public Assistance.

The Company shall not require any person it knows to be a recipient of public assistance, supplementary security income, or additional state public assistance payments to post a deposit.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.6 Discontinuance of Service

- 2.5.6.1 Upon non payment of any amounts owing to the Company, the Company may, by giving five days' prior written notice served personally upon the Customer; eight days written notice in postpaid wrapper; or five days after the Customer signs or refuses a registered letter containing written notice, suspend service without incurring any liability.
- 2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability, if such violation continues during the 30 day period.
- 2.5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.6.4 Reserved for future use.
- 2.5.6.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.6 Discontinuance of Service (continued)

2.5.6.6 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability.

2.5.6.6.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.6.1 (a-f) if;

- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- (c) The Customer has been given written notices as described in Section 2.5.6.1 by the Company of any past due amount (which remains unpaid in whole or part) for any of the Company's other common carrier communications services to which the Customer either subscribes or has subscribed to use; or

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SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.6 Discontinuance of Service (continued)

2.5.6.6 (continued)

2.5.6.6.1 (continued)

(d) The Customer uses or attempts to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:

(d.1) Using or attempting to use service by rearranging, tampering with, or making connection to the Company's service not authorized by this tariff; or

(d.2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

(d.3) Any other fraudulent means or devices; or

(e) Use of Service in such a manner as to interfere with the services of other users; or

(f) Use of service for unlawful purposes.

2.5.6.6.2 Immediately upon written notice to the Customer of any sum thirty (30) days past due;

2.5.6.6.3 Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or

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SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.6 Discontinuance of Service (continued)

2.5.6.6.4 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within the ten (10) day period; or

2.5.6.6.5 Upon five (5) days written notice, excluding Sundays and holidays, for non-payment of a bill for service.

2.5.6.7 The suspension of discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

2.5.6.8 Upon the Company's discontinuance of service to the Customer under section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.6 Discontinuance of Service (continued)

2.5.6.9 Termination of Residential Service shall not be made until:

- (a) At least 10 days after written notification has been served personally on the Customer, or
- (b) At least 13 days after written notification in a postpaid wrapper has been mailed to the billing address of the Customer, or
- (c) At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the customer, or
- (d) A Deferred Payment Agreement has been offered to a Customer
- (e) Termination notices may not be issued until at least 25 days after the date of the bill unless exceptional circumstances exist and then only in accordance with Commission approved procedures. Bills must be mailed to Customers no later than six business days after the date of the bill. The 25-day period shall be extended on day for each day beyond the sixth business day when bills are mailed late.
- (f) Termination shall not be made until at least 20 days after written notification has been issued.
- (g) Termination may occur only between the hours of 8AM and 4PM Monday through Thursday, provided that such day or the following day is not a public holiday or a day on which the Company's offices are closed. In addition, service may not be disconnected on December 23 through 26 and December 30 through January 2. At least one attempt shall be made during non-working hours to contact the Customer by telephone before the date of termination.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.6 Discontinuance of Service (continued)

2.5.6.10 The following will apply for the termination of residential service:

- (a) For medical emergencies, an additional 30 days will be allowed for Customers before termination, provided a medical certificate is supplied. The medical emergency status may be extended beyond 30 days, upon submission of required documentation. During the pendency of the emergency, Customers will be able to defer payment of monthly charges in an amount set by the Commission until the emergency ceases or it is determined that Customers have the ability to pay the charges.
- (b) Where a Customer is identified to the Company as being blind, disabled or 62 years of age or older and all other occupants of the household are under 18 years of age, or 62 years of age or older, blind or disabled, an additional 30 days will be allowed before termination may occur. The Company shall make a diligent effort to contact by phone or in person an adult resident at the location for purposes of devising a payment plan eight days before the date of termination.

2.5.7 Interest on Customer Overpayments

A Customer who makes a payment to the Company in excess of the Correct charge for telephone service, which overpayment was caused by erroneous billing by the Company, shall be paid interest on the amount of the overpayment. The rate of interest on such amount shall be prescribed by the Commission in accordance with 26 S.C. Code Ann. Regs. 103-623.1 (Supp. 1999).

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.6 Allowances for Interruptions in Service

- 2.6.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption, whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on pro-rata basis against the rates specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up at the next whole 24 hours.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including, but not limited to, the Customer or other common carriers connected to the Company's facilities;

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.6 Allowances for Interruptions in Service (continued)

2.6.2 Limitations on Allowances (continued)

- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

2.6.3 User of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative services used.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.7 Cancellation of Service

2.7.1 Cancellation of Applications for Service

The following provisions shall apply to all service offerings:

- 2.7.1.1 Unless the Company breeches its obligations, applications for service are non-cancelable after 48 hours, unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.7.1.2 Where prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

2.7.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and payable within the period set forth in 2.5.5, all costs, fees and expenses incurred in connection with:

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.7.2 Cancellation of Service by the Customer (cont.)

- 1) all Non-Recurring Charges reasonably expended by the Company to establish service to Customer, plus
- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term.

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all assets of the Company; (c) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communications, or bill with the U.S. Mail or a private delivery service prepaid and properly addressed, or when actually received or refused by the Addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the Local calling area, as defined herein;
- access 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services
- access Directory Assistance for the local calling area;
- place or receive calls to 800 telephone numbers;
- access Telecommunication Relay Service
- all N11 services in effect for each territory” and “-900 or 976 Service

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LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.1 Local Exchange Service (continued)

3.1.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- 1) BellSouth Telecommunications
- 2) Verizon Communications

3.1.1.1 Rate Groups

Charges for local services provided by the Company may be based, in part, on the Rate Group associated with the Customers End Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

Rate Group	Exchange Access Lines and PBX Trunks In Local Calling Area - Upper Limit
1	up to 7,000
2	7,001 up to 15,000
3	15,001 up to 28,500
4	28,501 up to 50,000
5	50,001 up to 78,000
6	78,001 up to 125,000
7	125,001 +

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LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.1 Local Exchange Service (continued)

3.1.2 Local Line: Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

3.1.2.1 Standard Features: Each Local Line Customer is provided with the following standard features:

Touch Tone
Direct Inward Dialing
Direct Outward Dialing
Hunt Groups

3.1.2.2 Optional Features: A local Business Customer may order the following optional features. At the rates specified in Section 7. Residential rates are set forth in Section 6 following.

Call Forwarding	Six-Way calling (conference calling)
Call Pick-up	Caller ID
Call Transfer	Project Account Codes, non-verified
Call Waiting	Project Account Codes, verified
Code Restrictions	Voicemail
Three-Way calling (conference calling)	

3.1.2.3 Local Line Rates and Charges: A Local Line Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified in Section 7. Customers will be notified of all applicable rates, terms and conditions for local exchange services.

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LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.1 Local Exchange Service (continued)

3.1.2 Local Line (continued)

3.1.2.3 Local Line Rates and Charges (continued)

A. Non-Recurring Charges

	Bellsouth Areas		Verizon Areas		BellSouth Areas Maximum Rates		Verizon Areas Maximum Rates	
	Residential	Business	Residential	Business	Residential	Business	Residential	Business
Line Connection Charge								
First line	40.00	64.00	44.00	54.00	80.00	128.00	88.00	108.00
Each add'l line	18.00	26.00	44.00	54.00	36.00	52.00	88.00	108.00
Service Order Charge	18.00	26.00	24.00	28.00	36.00	52.00	56.00	56.00
Line/Trunk Change Charge								
First Line	22.50	25.00	24.00	28.00	45.00	50.00	48.00	56.00
Each add'l line	12.00	9.00	24.00	28.00	24.00	18.00	48.00	56.00
Record Order Charge	5.25	10.00	5.25	10.00	10.50	20.00	10.50	20.00
PIC-2 Change (per line)	5.00	5.00	5.00	5.00	10.00	10.00	10.00	10.00
Line Restoral Charge								
First Line	40.00	64.00	44.00	54.00	80.00	128.00	88.00	108.00
Each add'l line	18.00	26.00	44.00	54.00	36.00	52.00	88.00	108.00
Restoration Charge ¹	85.00	85.00	25.00	25.00	170.00	170.00	50.00	50.00
Premises Work Charge								
First 15 minutes	22.00	23.00	15.0	15.00	44.00	46.00	30.00	30.00
Each add'l 15 mins	11.00	11.00	10.00	10.00	22.00	22.00	20.00	20.00

¹ Applies for line restoral after Customer-initiated suspension

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LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.1 Local Exchange Service (continued)

- 3.1.3 Usage Rates: All Local Exchange Service Customers must order service on a per minute usage basis. Following are three (3) calling options. These rates will apply to all outgoing direct-dialed calls placed to Stations within the caller's local exchange area, as defined herein.

Option 1

Option 1 rates are postalized rates (single rate) regardless of the mileage associated with an intraLATA call. There is a peak and off-peak rate (see following for definition of peak & off-peak). Option 1 Toll Rates mirror the Customer's Local Service usage rates. Therefore, the customer is billed one rate for both local and interLATA calls.

Option 2

Option 2 establishes postalized peak and non-peak rate for all non-local calls.

Option 3

Option 3 establishes a peak/non-peak rate based upon the Customer's dialing pattern. For example, all calls made within a LATA dialing seven (7) digits will have a distinct rate from those calls made within a LATA dialing eleven (11) digits.

- 3.1.4.1 Per Minute Usage Rate: Rates are set forth in Section 7.

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LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.1 Local Exchange Service (continued)

3.1.4.2 Timing of Local Exchange Calls

Unless otherwise indicated, all calls are timed in six-second increments and all calls that are fractions of a minute are rounded up to the next six-second increment.

For station-to-station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

For person-to-person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.

Call timing ends when the calling station "hangs up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

3.1.4.2.1 Time Periods Defined

Peak: 8:00 a.m. to, but not including 5:00 p.m. - Monday through Friday

Off-Peak: 5:00 p.m. to, but not including 8:00 a.m. - Monday through Friday, all day Saturday and Sunday, and all Holidays.

Holidays include Christmas, New Year's Day, Thanksgiving, Independence Day, and Labor Day.

All times refer to local time.

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LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.2 Directory Assistance

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

3.2.1 Each call to Directory Assistance will be charged as follows:

	<u>Per Call</u>	<u>Maximum Rate Per Call</u>
Bellsouth Service Areas	\$1.25	\$2.50
Verizon Service Areas	\$0.40 (local)	\$0.80
	\$0.95 (national)	\$1.90

The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

3.2.2 A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call;
- or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative within 24 hours of occurrence.

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LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.3 Operator Assistance

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. Rates applicable to the following services are:

Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Calling Cards: Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.

Person to Person: Calls completed with the assistance of any operator to a particular Station and person specified by the Caller. The call may be billed to the called party.

Station to Station: Calls completed with assistance of an operator to a particular Station. The call may be billed to the called party.

General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800 Telephone numbers, but does not request the operator to complete a call.

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LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.3 Operator Assistance (continued)

3.3.1 Busy Line Verification and Interrupt Service: Service is currently not available. Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the customer with the following options:

3.3.1.1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

3.3.1.2 Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

3.3.1.3 Rates: Rates for Busy Line Verification and Interrupt Service will apply under the following circumstances:

3.3.1.3.1 The operator verifies that the line is busy with a call in progress.

3.3.1.3.2 The operator verifies that the line is available for incoming calls.

3.3.1.3.3 The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption, charges are set forth in Section 7.

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LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.4 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant local exchange service provided in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

3.4.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

3.4.2 The Company may refuse a listing which is known to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

3.4.3 Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules and respect thereto.

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LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.4 Directory Listings (continued)

3.4.4 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.4.5 Directory listings are provided in connection with each Customer service as specified herein.

3.4.5.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

3.4.5.2 Additional Listings: In connection with business service, additional listings are available only in the names of the Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in Section 3.4.5.8.

3.4.5.3 Non-published Listings: Listings that are not printed in directories or available from Directory Assistance.

A Non-published Telephone Service will be furnished, at the Customer's request, providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4. Rates for Non-published listings are specified in Section 7.

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LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.4 Directory Listings (continued)

- 3.4.5.4 Non-listed Numbers: A Non-listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Charges for Non-listed numbers are specified in Section 7.
- 3.4.5.5 Foreign Listings: Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific local exchange carrier providing the Foreign Listing.
- 3.4.5.6 Alternate Call Listings: Where available, a listing which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.
- 3.4.5.7 Reference Listings: A listing including additional telephone numbers of the same or another customer to be called in the event there is no answer from the Customer's telephone. Charges for reference listings are specified in Section 7.
- 3.4.5.8 Recurring Charges: Monthly Recurring Charges associated with Directory Listings are set forth in rate schedule attachments.

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LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS (continued)

- 3.5 Emergency Services: Both Basic and Enhanced 911 (E911) allow Customers to reach appropriate emergency services including police, fire and medical services. Subject to availability, Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).
- 3.6 Presubscriptions-2 (PIC-2): PIC-2 allows Customers to presubscribe to their carrier of choice for intraLATA calls, without dialing the Access Code. The rates specified in Section 7 will apply each time the Customer requests a change to their intraLATA PIC, subsequent to the initial designation.
- 3.7 Vanity Telephone Numbers: Service currently not available. At the request of the Customer, the Company may be assigned a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth in Section 2.1.3. Rates are set forth in Section 7.
- 3.8 Relay South Carolina – 711: This free service connects people using a TTY (text telephone) who are deaf, hard-of-hearing or speech disabled with a standard telephone. The relay operator (OPR) "relays" the conversation between the two. A Customer will be able to access the state provider(s) to complete such calls. Local relay calls placed from any telephone or a payphone are free. The user will be responsible for the long distance charges. A Customer will be able to access the state provider(s) to complete such calls.

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LOCAL EXCHANGE SERVICE

SECTION 4 - PROMOTIONAL OFFERINGS

- 4.1 Promotional Offerings: The Company may make promotional offerings to its service which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made. These promotional offerings will be filed with the Commission at a minimum of 14 days prior to their effective date. Promotional offerings will be filed with the ORS and the Commission via transmittal letter as such offerings are temporary in nature.

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LOCAL EXCHANGE SERVICE

SECTION 5 - INDIVIDUAL CASE BASE (ICB) ARRANGEMENTS

- 5.1 Individual Case Base (ICB) Arrangements: Competitive pricing arrangements at negotiated rates may be furnished, upon prior Commission approval, on an individual case basis (ICB) in response to request by customers to Company, for proposals or for competitive bids. Service offered under this tariff provision will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All Individual Case Base Arrangements will be made available to the Commission and ORS upon request.

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LOCAL EXCHANGE SERVICE

SECTION 6 - LOCAL SERVICE OFFERING

6.1. Lifeline and Link-Up

The Lifeline and Link-Up program is designed to increase the availability of telecommunications services to low income subscribers by providing a credit to monthly recurring local service for qualifying residential subscribers and a credit.

Basic terms and conditions are in compliance with the FCC's order on Universal Service and specific terms and conditions are as prescribed by the Carolina Public Service Commission and are as set forth in this tariff.

Lifeline and Link-Up are supported by the federal universal service support mechanism.

Federal baseline support for Lifeline is eight dollars and twenty-five cents (\$8.25) is available for each Lifeline service and is passed through to the subscriber. An additional three dollars and fifty cents (\$3.50) credit is provided by the Company. Supplemental federal support of one dollar and seventy-five cents (\$1.75), matching one half of the Company contribution, will also be passed along to the Lifeline subscriber. The total Lifeline credit available to an eligible customer in South Carolina is thirteen dollars and fifty cents (\$13.50). The amount of credit will not exceed the charge for local service, which includes the access line, the Subscriber Line Charge and local usage.

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LOCAL EXCHANGE SERVICE

SECTION 6 - LOCAL SERVICE OFFERING

6.2. 6.1 Lifeline and Link-Up (continued)

A federal credit for Link-Up of fifty percent (50%) of the non-recurring charges for connection of service, up to a max. of thirty dollars (\$30.00), is available to be passed on to the subscriber.”

Customers eligible under the Lifeline program are also eligible for the Link-Up program. One low income credit per household is applicable to the primary residential connection only. The named subscriber must be a current recipient of any of the low income assistance programs identified in XX. F following. A Lifeline customer may subscribe to any local service offering available to other residence customers.

Since the Lifeline credit is applicable to the primary residential connection only, it may not be applied to a multiple line package local service offering. Toll blocking will be provided at no charge to the Lifeline subscriber. The Federal Universal Service Charge nor the South Carolina Intrastate Universal Service Surcharge will be billed to Lifeline customers.

In order to qualify for the Lifeline or Link-Up programs, a customer must be a current recipient of any one of the following low income assistance programs.

- (a) Temporary Assistance to Needy Families (TANF), previously known as AFDC
- (b) Food Stamps
- (c) Medicaid

The customer must furnish proof of qualification at the time the application for service is submitted and the credits will not be established until the Company has received proof of eligibility.

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LOCAL EXCHANGE SERVICE

SECTION 6 - RESIDENTIAL SERVICE OFFERING

6.1 Reserved for Future Use

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES

7.1 General

Services provided in this tariff section are available on an Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of BellSouth local exchange services. The rates, terms and conditions set forth in this Section 7 are not applicable to the Company's provision of service within the service area of any other incumbent local exchange carrier or where the Company provides service, in whole or in part, over its own facilities (OnNet). The rates, terms and conditions set forth in this Section 7 are available on a retail basis only and will not be provided for resale to any other carrier.

All rates set forth in this Section 7 are subject to change and may be changed by the Company pursuant to notice requirements established by the South Carolina Public Service Commission. The rates, terms and conditions set forth in this Section 7 are applicable as of the effective date hereof and will not apply to any Customer whose services may have been provisioned through resale of BellSouth's local exchange services, in whole or in part, prior to the effective date hereof.

Pursuant to the South Carolina Public Service Commission's Order No. 95-658 (issued March 20, 1995), the Company makes the following affirmation relating to the Company's provision of services:

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Company does hereby assert and affirm that as a reseller of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

ISSUE DATE:

EFFECTIVE DATE:

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.2 Standard Residence Local Exchange

Standard Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Residence Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Nonrecurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICE (CONT'D)

7.2 Standard Residence Local Exchange Service (Cont'd.)

7.2.1 Monthly Recurring Charges

The following charges apply to Standard Residence Local Exchange Services lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

A. Bellsouth Service Areas

	Service Types		Service Types	
	Flat Rate	Residential Area Package ¹	Flat Rate Maximum Rate	Residential Area Package Maximum Rate
Rate Class 1	12.70	7.00	25.40	14.00
Rate Class 2	13.15	7.00	26.30	14.00
Rate Class 3	13.60	7.00	27.20	14.00
Rate Class 4	14.05	7.00	28.10	14.00
Rate Class 5	14.50	7.00	29.00	14.00
Rate Class 6	14.95	7.00	29.90	14.00
Rate Class 7	15.40	7.00	30.80	14.00

¹ Usage rates apply as directed in Section 7.2.3

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICE (CONT'D)

7.2 Standard Residence Local Exchange Service (Cont'd.)

7.2.1 Monthly Recurring Charges (Cont'd)

B. Verizon Service Areas

	Service Types		Measured Rate with Block of Time ¹	Maximum Rate
	Flat Rate	Measured Rate		
Rate Group 1	14.46	14.46	23.00	28.92
Rate Group 2	16.40	16.40	23.00	32.80

¹ The block of time option will allow 30 hours of calling between applicable MEAS exchanges. Overtime charges shall be applicable for all calls occurring beyond the subscribed block of time.

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.2 Standard Residence Local Exchange Service (Cont'd.)

7.2.2 Other Monthly Recurring Charges

A. Bellsouth Service Areas

Hunting (a/k/a Rotary or Grouping)

The following charges apply to Standard Residence Local exchange lines equipped with Hunting. Rates vary based on Rate Group.

Rate Group	Hunting Per Line	Maximum Rate
Rate Class 1	6.85	13.70
Rate Class 2	7.08	14.16
Rate Class 3	7.30	14.60
Rate Class 4	7.53	15.06
Rate Class 5	7.75	15.50
Rate Class 6	7.98	15.96
Rate Class 7	8.20	16.40

7.2.3 Usage Sensitive Charges and Allowances

(A) Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.2 Standard Residence Local Exchange Service, (Cont'd)

7.2.3 Usage Sensitive Charges and Allowances, (cont'd)

(B)

Residential Area Package – BellSouth Service Areas

The following charges apply for customer dialed and operator handled local calls originated from a line equipped for Residential Area Package service.

Local usage in excess of allowances specified for the above packages will be billed in arrears. Usage is billed on a per call basis. Usage is billed in one (1) minute increments with partial minutes counting as one (1) full minute. Peak period rates apply from 8 AM to 5 PM Monday through Friday (excluding holidays), Off-Peak period rates apply to all other times.

Mileage Band	PEAK		OFF-PEAK		PEAK MAXIMUM RATE	OFF-PEAK MAXIMUM RATE
	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute
Basic Service Area	0.020	0.020	0.010	0.010	0.040	0.020
Extended Service Area	0.120	0.120	0.060	0.060	0.240	0.120

Residential Usage Rates – Verizon Service Areas

Mileage Band	PEAK		OFF-PEAK		PEAK MAXIMUM RATE	OFF-PEAK MAXIMUM RATE
	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute
Serving Exchange	0.0120	0.0120	0.0120	0.0120	0.0240	0.0240
All Other Exchanges	0.0250	0.0250	0.0250	0.0250	0.0500	0.0500

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.2 Standard Residence Local Exchange Service, (Cont'd)

7.2.4 Optional Calling Plans – Verizon Service Areas ONLY (cont'd)

Residential Local Package Extra

A. Description

This service is only available to customers in the Verizon service areas. Residential Local Package Extra provides the customer with unlimited direct-dialed local calling with Extended Area Service, unlimited local directory assistance, plus a choice of up to ten or more of any or all the following calling features:

*69	Distinctive Ring
Anonymous Call Block	Do Not Disturb
Busy Redial	Priority Call
Call Block	Select Call Forwarding
Call Forwarding	Speed Dialing 8
Call Waiting/ Cancel Call	Speed Dialing 30
Waiting	
Caller ID	Three-Way Calling

Residential Local Package Extra is only available on flat-rated single-line residential service. Residential Local Package Extra is not available with the following:

- any other package or bundled offering on the same line
- Lifeline Assistance
- Local Calling Plans
- any measured or message rate services
- employee concession service
- ISDN Service

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.2 Standard Residence Local Exchange Service, (Cont'd)

7.2.4 Optional Calling Plans – Verizon Service Areas ONLY (cont'd)

Residential Local Package Extra (Cont'd)

B. Rates

Monthly Recurring Charges

	<u>Rate</u>	<u>Maximum</u>
Individual Line, each	\$ 31.95	\$63.90

Residential Local Package

A. Description

This service is only available to customers in the Verizon service areas. Residential Local Package provides the customer with unlimited direct-dialed local calling with Extended Area Service, unlimited local directory assistance, plus the following calling features: Caller ID, Call Waiting & Three-Way Calling

Residential Local Package is only available on flat-rated single-line residential service. Residential Local Package is not available with the following:

- any other package or bundled offering on the same line
- Lifeline Assistance
- Local Calling Plans
- any measured or message rate services
- employee concession service
- ISDN Service

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.2 Standard Residence Local Exchange Service, (Cont'd)

7.2.4 Optional Calling Plans – Verizon Service Areas ONLY (cont'd)

Residential Local Package Extra (Cont'd)

B. Rates

Monthly Recurring Charges

	<u>Rate</u>	<u>Maximum</u>
Individual Line, each	\$28.95	\$57.90

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.2 Standard Residence Local Exchange Service, (Cont'd)

7.2.5 Non-Recurring Charges

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Residential lines may be found in Section 3.1.2.3.

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.3 Standard Business Local Exchange Service

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided- Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas,

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Nonrecurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES CONT'D)

7.3 Standard Business Local Exchange Service, (Cont'd)

7.3.1 Monthly Recurring Charges

A. Bellsouth Service Areas

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

	Flat Rate	Maximum Rate	Business Area Package ¹
Group 1	32.55	65.10	33.00
Group 2	34.25	68.50	33.00
Group 3	35.95	71.90	33.00
Group 4	37.65	75.30	33.00
Group 5	39.35	78.70	33.00
Group 6	41.05	82.10	33.00
Group 7	42.75	85.50	33.00

B. Verizon Service Areas

	Service Types		Maximum Rate	Measured Rate with Block of Time ²
	Flat Rate	Measured Rate		
Rate Group 1	30.58	30.58	61.16	39.00
Rate Group 2	33.67	33.67	67.34	39.00

¹ Optional Calling Plan A calls will be billed based upon the measured rates found in Section 7.3.3.(C) of this tariff.

² The block of time option will allow 30 hours of calling between applicable MEAS exchanges. Overtime charges shall be applicable for all calls occurring beyond the subscribed block of time.

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.3 Standard Business Local Exchange Service, (Cont'd)

7.3.2 Other Monthly Recurring Charges

A. Bellsouth Service Areas
Hunting (a/k/a Rotary or Grouping)

The following charges apply to Standard Business Local Exchange lines equipped with Hunting. Rates vary based on Rate Group.

Rate Group	Hunting Per Line	Maximum Rate
Rate Group 1	10.65	21.30
Rate Group 2	10.65	21.30
Rate Group 3	10.65	21.30
Rate Group 4	10.65	21.30
Rate Group 5	10.65	21.30
Rate Group 6	10.65	21.30
Rate Group 7	10.65	21.30

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LOCAL EXCHANGE SERVICE

SECTION 7 LOCAL EXCHANGE SERVICES (CONT'D)

7.3 Standard Business Local Exchange Service, (Cont'd)

7.3.3. Usage Sensitive Charges and Allowances

(A) Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

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LOCAL EXCHANGE SERVICE

(B) Business Area Package

The following charges apply for customer dialed and operator handled local calls originated from a line equipped for Business Area Package service

Local usage in excess of allowances specified for the above packages will be billed in arrears. Usage is billed on a per call basis. Usage is billed in one (1) minute increments with partial minutes counting as one (1) full minute. Peak period rates apply from 8 AM to 5 PM Monday through Friday (excluding holidays), Off-Peak period rates apply to all other times.

Bellsouth Service Areas Only

Mileage Band	PEAK		OFF-PEAK		PEAK MAXIMUM RATE	OFF-PEAK MAXIMUM RATE
	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute
Basic Service Area	0.020	0.020	0.010	0.010	.0400	0.020
Extended Service Area	0.120	0.120	0.060	0.060	0.240	0.120

Verizon Service Areas Only

Mileage Band	PEAK		OFF-PEAK		PEAK MAXIMUM RATE	OFF-PEAK MAXIMUM RATE
	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute
Serving Exchange	0.0120	0.0120	0.0120	0.0120	0.0240	0.0240
All Other Exchanges	0.0250	0.0250	0.0250	0.0250	0.0500	0.0500

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.3 Standard Business Local Exchange Service, (Cont'd)

7.3.4 Non-Recurring Charges

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Residential lines are:

	Bellsouth	Max Rate	Verizon	Max Rate
First Line	\$64.00	128.00	54.00	108.00
Each Additional Line ¹	\$64.00	128.00	54.00	108.00

¹ Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.4 RESERVED FOR FUTURE USE

ISSUE DATE:

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.4 RESERVED FOR FUTURE USE

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.5 Residence and Business PBX Trunk Service

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time, Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunk's are available to Business and residence Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit. Each PBX Trunk is provided with touch ;one signaling at no additional charge. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group (see Sections 7.2 and 7.3).

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 7.6).

7.5.1 Verizon Service Areas

	Flat Rate		Measured		Flat Rate Maximum Rate	Measured Maximum Rate
	Monthl y	Non Recurrin g Charge	Monthl y	Non Recurrin g Charge	Monthly	Non Recurring Charge
Rate Group 1, first	39.99	54.00	39.99	54.00	79.98	108.00
Each add'l line	31.21	n/a	31.21	n/a	62.42	n/a
Rate Group 2	39.99	54.00	39.99	54.00	79.98	108.00
Each add'l line	34.87	n/a	34.87	n/a	69.74	n/a

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.5 Residence and Business PBX Trunk Service (Cont'd)

7.5.2 Bellsouth Service Areas

	FLAT RATE		FLAT RATE	
	PBX ¹	DID	PBX Maximum Rate	DID
		Combination		Combination
				Maximum Rate
Group 1	38.58	77.16	77.16	154.32
Group 2	41.13	82.26	82.26	164.52
Group 3	43.68	87.36	87.36	174.72
Group 4	46.23	92.46	92.46	184.92
Group 5	48.78	97.56	97.56	195.12
Group 6	51.33	102.66	102.66	205.32
Group 7	53.88	107.76	107.76	215.52

¹ These rates are applicable for all Inbound, Outbound and Combined PBX Trunks as well as inbound only DID Trunks.

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.6 Advanced Services

7.6.1. Velocity ISDN PRI Service with Unlimited Local Calling

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

Velocity ISDN PRI includes the following non-optional Feature Package: Inbound Calling Line ID-Name & Number and Call by Call Selection.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

Recurring Charges

	Monthly Recurring Charge			
	12 Months	24 Month	36 Months	Max
Bellsouth Area	\$2,000	\$1,800	\$1,600	\$2,400
Verizon Area	\$2,000	\$1,800	\$1,600	\$2,400

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.6 Advanced Services (Cont'd)

Non-Recurring Charges

	Non-Recurring Charge			
	12 Months	24 Months	36 Months	Max
Bellsouth Area				
	\$1,000	\$900	\$800	\$2,000
Verizon Area				
	\$1000	\$900	\$800	\$2,000
Expedite Service Charge ¹	Per PRI			
Bellsouth	\$250			\$500
Verizon	\$250			\$500
Order Supplement Charge ²	First Change		Subsequent Change	
Bellsouth	\$200		\$150	\$400
Verizon	\$200		\$150	\$400
Order Cancellation Charge	Per PRI			
Bellsouth	\$500			\$1,000
Verizon	\$500			\$1,000

¹ Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

² Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.6 Advanced Services (Cont'd)

7.6.2. Velocity Digital DS-1 PBX Service with Unlimited Local Calling

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a Velocity digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

Monthly Recurring Charges

	Monthly Recurring Charge			
	12 Months	24 Month	36 Months	Max
Bellsouth Area	\$2,000	\$1,800	\$1,600	\$2,400
Verizon Area	\$2,000	\$1,800	\$1,600	\$2,400

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.6 Advanced Services (Cont'd)

Non-Recurring Charges

	Non-Recurring Charge			
	12 Months	24 Months	36 Months	Max
Bellsouth Area				
	\$1,000	\$900	\$800	\$2,000
Verizon Area				
	\$1000	\$900	\$800	\$2,000
Expedite Service Charge ¹	Per PRI			
Bellsouth	\$250			\$500
Verizon	\$250			\$500
Order Supplement Charge ²	First Change		Subsequent Change	
Bellsouth	\$200		\$150	\$400
Verizon	\$200		\$150	\$400
Order Cancellation Charge	Per PRI			
Bellsouth	\$500			\$1,000
Verizon	\$500			\$1,000

¹ Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

² Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.6 Advanced Services (Cont'd)

7.6.3. Velocity ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

This product is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

The Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

Velocity ISDN PRI with Unlimited Local and Bundled 5,000 Long Distance MOU

This package includes unlimited local and 5,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 5,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge			
	12 Months	24 Months	36 Months	Max
Bellsouth Area	\$2,100	\$1,900	\$1,700	\$3,400
Verizon Area	\$2,100	\$1,900	\$1,700	\$3,400

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.6 Advanced Services (Cont'd)

Velocity ISDN PRI with Unlimited Local and Bundled 10,000 Long Distance MOU

This package includes unlimited local and 10,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 10,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge			
	12 Months	24 Months	36 Months	Max
Bellsouth Area	\$2,200	\$2,000	\$1,800	\$3,600
Verizon Area	\$2,200	\$2,000	\$1,800	\$3,600

Velocity ISDN PRI with Unlimited Local and Bundled 15,000 Long Distance MOU

This package includes unlimited local and 15,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 15,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge			
	12 Months	24 Months	36 Months	Max
Bellsouth Area	\$2,300	\$2,100	\$1,900	\$3,800
Verizon Area	\$2,300	\$2,100	\$1,900	\$3,800

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.6 Advanced Services (Cont'd)

Velocity ISDN PRI with Unlimited Local and Bundled 30,000 Long Distance MOU

This package includes unlimited local and 30000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 30,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge			
	12 Months	24 Months	36 Months	Max
Bellsouth Area	\$2,400	\$2,200	\$2,000	\$4,000
Verizon Area	\$2,400	\$2,200	\$2,000	\$4,000

Velocity ISDN PRI with Unlimited Local and Bundled 50,000 Long Distance MOU

This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge			
	12 Months	24 Months	36 Months	Max
Bellsouth Area	\$2,500	\$2,300	\$2,100	\$4,200
Verizon Area	\$2,500	\$2,300	\$2,100	\$4,200

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.6 Advanced Services (Cont'd)

Velocity ISDN PRI with Unlimited Local and Bundled 100,000 Long Distance MOU

This package includes unlimited local and 100,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 100,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge			
	12 Months	24 Months	36 Months	Max
Bellsouth Area	\$2,750	\$2,550	\$2,350	\$4,700
Verizon Area	\$2,750	\$2,550	\$2,350	\$4,700

7.6.4. Velocity Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a Velocity digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.6 Advanced Services (Cont'd)

The Velocity Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

Velocity ISDN DS1 with Unlimited Local and Bundled 5,000 Long Distance MOU

This package includes unlimited local and 5,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 5,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge			
	12 Months	24 Months	36 Months	Max
Bellsouth Area	\$2,100	\$1,900	\$1,700	\$3,400
Verizon Area	\$2,100	\$1,900	\$1,700	\$3,400

Velocity ISDN DS1 with Unlimited Local and Bundled 10,000 Long Distance MOU

This package includes unlimited local and 10,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 10,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge			
	12 Months	24 Months	36 Months	Max
Bellsouth Area	\$2,200	\$2,000	\$1,800	\$3,600
Verizon Area	\$2,200	\$2,000	\$1,800	\$3,600

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

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LOCAL EXCHANGE SERVICE

7.6 Advanced Services (Cont'd)

Velocity ISDN DS1 with Unlimited Local and Bundled 15,000 Long Distance MOU

This package includes unlimited local and 15,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 15,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge			
	12 Months	24 Months	36 Months	Max
Bellsouth Area	\$2,300	\$2,100	\$1,900	\$3,800
Verizon Area	\$2,300	\$2,100	\$1,900	\$3,800

Velocity ISDN DS1 with Unlimited Local and Bundled 30,000 Long Distance MOU

This package includes unlimited local and 30000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 30,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge			
	12 Months	24 Months	36 Months	Max
Bellsouth Area	\$2,400	\$2,200	\$2,000	\$4,000
Verizon Area	\$2,400	\$2,200	\$2,000	\$4,000

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.6 Advanced Services (Cont'd)

Velocity ISDN DS1 with Unlimited Local and Bundled 50,000 Long Distance MOU

This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge			
	12 Months	24 Months	36 Months	Max
Bellsouth Area	\$2,500	\$2,300	\$2,100	\$4,200
Verizon Area	\$2,500	\$2,300	\$2,100	\$4,200

Velocity ISDN DS1 with Unlimited Local and Bundled 100,000 Long Distance MOU

This package includes unlimited local and 100,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 100,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge			
	12 Months	24 Months	36 Months	Max
Bellsouth Area	\$2,750	\$2,550	\$2,350	\$4,700
Verizon Area	\$2,750	\$2,550	\$2,350	\$4,700

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.6 Advanced Services (Cont'd)

7.6.5. Velocity ISDN BRI Service

Velocity ISDN BRI (Basic Rate Interface) uses standard “twisted pair” cables and is nearly three times faster than a 56K dial up line. Velocity ISDN PRI (Primary Rate Interface) uses a 1.544 Mbps digital transport facility (T1). Both services provide the superior clarity of digital transmission, a high-speed data interface and sufficient bandwidth capacity to fulfill your current and future communication needs.

ISDN BRI consists of two 64 Kbps B (Bearer) channels and one 16 Kbps D (Data) channel. Each B channel has the ability to integrate voice, data, image and video. The B channels may be kept separate or bonded together to deliver 128 Kbps.

Monthly Recurring Charges

	Monthly Recurring Charge ¹
ISDN Basic Exchange Digital Line, each	\$10.00
ISDN Basic Exchange Circuit Switched Voice	
First Line	n/a
Second Line	2.00
ISDN Basic Exchange Circuit Switched Data, each	2.00
ISDN Basic Exchange Alternate Circuit Switched Voice/Data, each	2.00

¹ These ISDN BRI rates are a supplement to individual Message Rate Service.

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.6 Advanced Services (Cont'd)

7.6.6. Velocity Digital Centrex Service

Velocity Digital Centrex Service delivers superior performance, PBX-like functionality including abbreviated dialing, and is compatible with many telephone sets. Each user has a unique seven-digit direct telephone number and customized features. The service is affordable, power failure safe and provides a scalable platform for future growth and technology.

Monthly Recurring Charges

Contract Length	Monthly Recurring Charge	Monthly Recurring Charge Maximum Rates
12 months – Assume Dial 9	26.61	53.22
12 months	23.15	46.30
24 months	21.05	42.10
36 months	17.59	35.18
60 months	16.51	33.02
84 months	15.80	31.60

NOTES FOR ALL: Availability of services must be verified with the Company based on customer address and NPA-NXX. Rates do not include FCC End User Charge, FCC Port Charge, or other surcharges and taxes. Minimum service period is 12 months. If service is cancelled prior to the end of the contract, a termination charge will be calculated as follows: a. The average of the sum of all line charges on three previous Company invoices to the customer (excluding taxes) multiplied by the number of months remaining in the term agreement.

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.6 Advanced Services (Cont'd)

7.6.7. Direct Inward Dialing (DID) Service

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID numbers apply in addition to charges specified for Basic Trunks or Digital Trunks.

So the Company may efficiently manage its number resource, the Company, at its sole discretion, reserves the right to limit the quantity of DID numbers a Customer may obtain. Requests for 300 or more DID numbers must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.6 ADVANCED SERVICES (Cont'd)

7.6.7. Direct Inward Dialing (DID) Service (Cont'd)

Verizon Service Areas

	Monthly <u>Recurring</u>	Maximum <u>Rates</u>
DID Numbers		
Block of 20 Numbers	\$10.00	\$20.00
Block of 100 Numbers	\$50.00	\$100.00
DID Trunk Termination	\$15.00	\$30.00
Non-Recurring Installation Fee	\$100.00	\$200.00

Bellsouth Service Areas

	Monthly <u>Recurring</u>	Maximum <u>Rates</u>
DID Numbers		
Block of first 20 numbers	\$5.00	\$10.00
Block of add'l 20 numbers	\$5.00	\$10.00
DID Trunk Termination	\$31.00	\$62.00
Automatic Intercept Service, Per Number Referred	\$16.00	\$32.00

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.7 Access Lines for Customer Provided Pay Telephones ("CPPT Lines")

7.7.1 General

The Company provides access lines for connection of Aggregator provided Pay Telephone equipment to the public switched network.. CPPT Lines provide the Aggregator with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. CPPT Lines are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for CPPT lines are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the CPPT Line subscribed to by the Aggregator. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

7.7.2 Regulations

- (A) CPPT Lines will be provided only to Aggregators certificated by the South Carolina Public Service Commission. Proof of certification is required prior to installation of service. Service will be disconnected should the Company determine that the Aggregator is no longer certified or has had certification revoked for any reason.
- (B) The Aggregator is responsible for all local and long distance usage charges billed to the CPPT Line. These charges included, but are not limited to, any operator charges for calls billed to the line on a collect or third party basis in the event that the Aggregator does not subscribe to blocking and screening features offered in Section 5.10.4 of this tariff.
- (C) Unless otherwise permitted by Commission rule or order, only one Pay Telephone instrument may be connected to each CPPT line.
- (D) Unless otherwise permitted by Commission rule or order, 0- local operator assisted calls must be routed to the Company's operators.

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.7 Access Lines for Customer Provided Pay Telephones, (Cont'd.)

- (E) Aggregators subscribing to the Company's CPPT Lines are responsible for compliance with the Commission's "Regulations for Operator and Pay Telephone Services" and any other rules or regulations the Commission may require.

7.7.3 Rates and Charges

Service is provided at Business Flat Rate Local Exchange Service rates and charges, as specified in Section 7.3 of this tariff. Each Access Line is provided with touch-tone signaling at no additional charge. Calls placed to Directory Assistance from CPPT Lines will be billed to the Customer at rates and charges found in Section 8.4 of the tariff.

7.7.4 Optional Features

The following optional features are provided with One Source Access Line service:

- (A) Unrestricted Service: No blocking or screening provided.

Unrestricted, Per Outward Line	\$ N/C
Unrestricted, Per Two-Way Line	\$ N/C

- (B) Screening Option ~A: With this option, an Access Line is equipped with operator screening. In addition, calls to 011+ international direct distance dialed numbers outside the North American Numbering Plan are blocked.

		Maximum Rate
Screening Option A, Per Outward Line	\$2.85	\$5.70
Screening Option A, Per Two-Way Line	\$2.85	\$5.70

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.7 Access Lines for Customer Provided Pay Telephones, (Cont'd.)

7.7.4 Optional Features (Cont'd.)

- (C) Screening Option –B: With this option, an Access Line is equipped with operator screening, blocking of calls to 0111- international direct distance dialed numbers outside the North American Numbering Plan are blocked, and blocking of calls to 900/976, seven digit local, 1+ Expanded Local Calling Area, and 1+ DDP.

		Maximum Rate
Screening Option B, Per Outward Line	\$3.80	\$7.60
Screening Option B, Per Two-Way Line	\$3.80	\$7.60

- (D) Screening ~ With this option, an Access Line is equipped with operator screening, blocking of calls to 011+ international direct distance dialed numbers outside the North American Numbering Plan are blocked, and blocking of calls to 900/976, and 1+ Expanded Local Calling Area.

		Maximum Rate
Screening Option C, Per Outward Line	\$2.85	\$5.70
Screening Option C, Per Two-Way Line	\$2.85	\$5.70

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LOCAL EXCHANGE SERVICE

SECTION 7 –LOCAL EXCHANGE SERVICES (CONT'D)

7.8 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses iii some cases.

7.8.1 Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Features	Bellsouth Service Areas		Verizon Service Areas		Bellsouth Service Areas		Verizon Service Areas	
	Residence	Business	Residence	Business	Residence Maximum Rate	Business Maximum Rate	Residence Maximum Rate	Business Maximum Rate
Three-Way Calling	0.90	0.90	0.75	0.75	1.80	1.80	1.50	1.50
Call Return	0.90	0.90	0.75	0.75	1.80	1.80	1.50	1.50
Repeat Dialing	0.90	0.90	0.75	0.75	1.80	1.80	1.50	1.50

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.8 Optional Calling Features, (Cont'd.)

7.8.2 Features Offered on Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

A. Bellsouth Service Areas

Optional Calling Feature	Residence	Business	Residence Maximum Rate	Business Maximum Rate
Call Forwarding Variable	4.00	6.00	8.00	12.00
Call Forwarding Variable with Remote Access	6.50	8.00	13.00	16.00
Call Forwarding Don't Answer – Basic	1.50	2.95	3.00	5.90
Call Forwarding Don't Answer with Ring Control	1.50	3.50	3.00	7.00
Call Forwarding Don't Answer with Customer Control	4.00	7.00	8.00	14.00
Call Forwarding Busy Line – Basic	1.50	2.95	3.00	5.90
Call Forwarding Busy Line w/Customer Control	3.50	7.00	7.00	14.00
Call Waiting – Basic	4.50	7.00	9.00	14.00
Call Waiting – Deluxe	6.50	n/a	13.00	n/a

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.8 Optional Calling Features, (Cont'd.)

7.8.2 Features Offered on Monthly Basis (Cont'd)

A. Bellsouth Service Areas (Cont'd)

Optional Calling Feature (cont'd)	Residence	Business	Residence Maximum Rate	Business Maximum Rate
Caller ID- Basic	5.00	11.00	10.00	22.00
Caller ID – Deluxe	7.95	11.00	15.90	22.00
Caller ID- Deluxe w/ ACR	7.95	11.00	15.90	22.00
Anonymous Call Rejection (ACR)	3.00	4.00	6.00	8.00
Call Block	5.00	6.50	10.00	13.00
Call Return	5.00	6.50	10.00	13.00
Call Tracing	5.00	6.50	10.00	13.00
Calling Number Delivery Blocking (per line equipped)	3.50	n/a	7.00	n/a
Message Waiting Indication – Audible	0.50	0.50	1.00	2.00
Message Waiting Indication – Audible and Visual	0.50	0.50	1.00	2.00
Multiple Directory Number Distinctive Ringing – First DN	4.00	8.00	8.00	16.00
Multiple Directory Number Distinctive Ringing – Second DN	6.00	11.00	12.00	24.00
Preferred Call Forwarding	5.00	6.50	10.00	20.00
Repeat Dialing	5.00	6.50	10.00	20.00
Speed Dialing (30 codes)	5.00	5.00	10.00	20.00
Speed Dialing (8 codes)	4.50	5.00	9.00	18.00
Three Way Calling	5.00	6.50	10.00	20.00

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.8 Optional Calling Features, (Cont'd.)

7.8.2 Features Offered on Monthly Basis (Cont'd)

A. Verizon Service Areas

Optional Calling Feature		Residence	Business	Residence Maximum Rate	Business Maximum Rate
Call Waiting		3.70	5.50	7.40	11.00
Cancel Call Waiting		1.00	2.00	2.00	4.00
Call Forwarding (Variable)					
	Standard	3.50	4.50	7.00	9.00
	Multipath ¹	3.50	4.50	7.00	9.00
Speed Calling					
	8-Number	2.50	3.50	5.00	7.00
	30-Number	3.50	5.00	7.00	10.00
Three-Way Calling		3.75	5.00	7.50	10.00
Distinctive Ring, each line		6.00	6.00	12.00	12.00
VIP Alert		3.00	4.00	6.00	8.00
Call Tracing		5.00	6.00	10.00	12.00
Complete Blocking		2.00	2.00	4.00	4.00
Toll Denial		2.75	4.75	5.50	9.50
Special Call Handling					
	Acceptance	3.00	4.00	6.00	8.00
	Forwarding	5.00	6.00	10.00	12.00

¹ Multipath is available only as an enhancement to Call Forwarding.

ISSUE DATE:

EFFECTIVE DATE:

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.8 Optional Calling Features, (Cont'd.)

7.8.2 Features Offered on Monthly Basis (Cont'd)

A. Verizon Service Areas (Cont'd)

Optional Calling Feature (Cont'd)	Residence	Business	Residence Maximum Rate	Business Maximum Rate
Automatic Busy Redial	5.00	6.00	10.00	12.00
Call Block	3.00	4.00	6.00	8.00
Anonymous Call Reject (ACR)	1.00	1.00	2.00	2.00
Caller ID Number with ACR	7.00	10.00	14.00	20.00
Caller ID Name & Number with ACR	7.95	11.50	15.90	23.00
Automatic Call Return	5.00	6.00	10.00	12.00
Non-Published Service	2.30	2.30	4.60	4.60
Non-Listed Service	2.30	2.30	4.60	4.60
Additional Listings, each	1.00	1.20	2.00	2.40
Per Use Local Features				
Automatic Call Return	0.75	0.75	1.50	1.50
Busy Redial	0.75	0.75	1.50	1.50
Three-Way Calling	0.75	0.75	1.50	1.50

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LOCAL EXCHANGE SERVICE

SECTION 7 – LOCAL EXCHANGE SERVICES (CONT'D)

7.8 Optional Calling Features, (Cont'd.)

7.8.3 Multiple Feature Discounts – Bellsouth Service Areas Only

Customers may receive a per line discounts in the form of a credit on their bill based on the total number of features subscribed to for each line at the end of a given billing period.

Number of Features	Residence Discount	Business Discount
2	0.15	0.50
3	0.35	1.00
4	0.55	1.50
5	0.75	2.00
6	0.75	2.00
7	0.75	2.00
8	0.75	2.00
9	0.75	2.00

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LOCAL EXCHANGE SERVICE

7.8 Optional Calling Features, (Cont'd.)

7.8.4 Multiple Feature Packages – Verizon Service Areas Only

A. Feature Package Option B

Call Waiting, Cancel Call Waiting, Call Forwarding, Three-Way Calling,
*69 & Call Block

		Maximum Rate
Residence Service Only.....	\$ 9.00	\$18.00

B. Feature Package Option A

Call Waiting, Cancel Call Waiting, Call Forwarding, Three-Way Calling,
Speed Dailing-8, Distinctive Ring, Caller ID, Anonymous Call Block, Call
Waiting ID¹, Busy Redial, *69, Call Block, Do Not Disturb, Select Call
Forwarding, & Priority Call

		Maximum Rate
Residence Service Only.....	\$16.00	\$32.00

¹ Where available.

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LOCAL EXCHANGE SERVICE

7.8 Optional Calling Features, (Cont'd.)

7.8.4 Multiple Feature Packages – Verizon Service Areas Only (Cont'd)

C. Business Feature Choice Local Feature Package

1. Business Feature Choice service offers a discount when the customer subscribes to three or more calling services as specified in b. following. If the number of services ordered is less than three or the customer removes a service or services such that the total subscribed to becomes less than three, the discount does not apply and the individual applicable rates apply. The service is available to single line business customers.

2. The following services are available for the Business Feature Choice offering:

Busy Redial	Do Not Disturb
*69	Select Call Forwarding
Call Block	Speed Dialing 8
Call Forwarding	Speed Dialing 30
Call Waiting/Cancel Call Waiting	Three-Way Calling
Caller ID	Priority Call
Caller ID – Number Only	Distinctive Ring

3. The following discount applies when a customer subscribes to three or more qualifying company calling services:

Business Service 30 % Discount

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EXHIBIT "F"
PROPOSED INTEREXCHANGE TARIF

TITLE SHEET

SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Velocity The Greatest Phone Company Ever, Inc. ("Velocity"), with principal offices at 7130 Spring Meadows West Drive, Holland, Ohio 43528. This tariff applies for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

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CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None

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VELOCITY THE GREATEST PHONE COMPANY EVER, INC. ORIGINAL SHEET 3
SOUTH CAROLINA PSC TARIFF NO. 1

CHECK SHEET

The Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

* New or Revised Sheet

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VELOCITY THE GREATEST PHONE COMPANY EVER, INC. ORIGINAL SHEET 4
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TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i).(1)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In An
Increase to A Customer's Bill
- M - Moved from Another Tariff Location
- N - New
- R - Change Resulting In A
Reduction to A Customer's Bill
- T - Change in Text or Regulation
But No Change In Rate or Charge

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the South Carolina Public Service Commission.

Company or Velocity - Used throughout this tariff to mean Velocity The Greatest Phone Company Ever, Inc., a Delaware Corporation.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the customer's location to the company's point of presence.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

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ORS - South Carolina Office of Regulatory Staff.

Resp. Org - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

Switched Access - The Customer gains entry to the company's services by a transmission line that is switched through the local exchange carrier to reach the company's point of presence.

Telecommunications - The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of South Carolina. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. Any marketing efforts will clearly indicate to potential customers the nature of the transaction which is being offered. Materials submitted to prospective customers will clearly indicate that those customers will be changing their long distance carrier if they accept such solicitation. As a telephone utility under the regulation of the Commission, the Company does hereby assert and affirm that as a reseller of intrastate telecommunications services it shall not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and it shall comply with those marketing procedures, if any, set forth by the Commission. Additionally, the Company shall be responsible for the marketing practices of its contracted telemarketers and for their compliance with this provision. The Company understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the State of South Carolina.

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2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.

2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.

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2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.2.3 The use of the Company's services without payment for service or attempting to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.4 The Company's services are available for use 24 hours per day, seven days per week.

2.2.5 The Company does not transmit messages, but the services may be used for that purpose.

2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.

2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.

2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.

The Company shall comply with the Rules and Regulations contained in the Public Service Commission of South Carolina's Telecommunications Utilities Regulations.

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2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.

2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.

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2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.3.8 The Company shall comply with the rules and regulations contained in the Public Service Commission of South Carolina's telecommunications utilities regulations.

2.4 Responsibilities of the Customer

2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.

2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.

2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.

2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

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2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.

2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.

2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.

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2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.

2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or

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2.5.1.D By reason of any order or decision of a court, state or federal regulatory body or other governing authority prohibiting the Company from furnishing its services. Service will be terminated only on Monday through Thursday between the hours of 8:00 am and 4:00 pm unless provisions have been made to have someone available to accept payment and reconnect service.

2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

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2.5.4 Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

2.6 Credit Allowance

2.6.1 Credit may be given for disputed calls, on a per call basis.

2.6.2 Credit shall not be issued for unavailability of long distance services.

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2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits.

2.9 Payment and Billing

2.9.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt.

2.9.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

2.9.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing or orally within the applicable statute of limitations. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such limitation period.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. Fractions of a billing increment are rounded up to a full billing increment on a per call basis. Fractions of a cent per minute are rounded up to a full cent on a per call basis.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

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3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

7130 Spring Meadows West Drive
Holland, Ohio 43528
Customer Service: (866) 983-5624

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled; provided, however, in the event that the Company has willfully overcharged any Customer, the Company shall refund the difference, plus interest, as prescribed by the Commission.

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All unresolved disputes with the Company may be filed with ORS at the following address and telephone number:

Office of Regulatory Staff
Consumer Affairs Division
1401 Main Street, Suite 900
Columbia, SC 29201
Telephone No.: 803-737-5230
Toll Free No.: 800-922-1531
Fax No.: 803-737-4750

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

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3.5 Service Offerings

3.5.1 1+ Dialing

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The Customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

3.5.2 Travel Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.5.3 Toll-Free Service

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

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VELOCITY THE GREATEST PHONE COMPANY EVER, INC. ORIGINAL SHEET 25
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Reserved for Future Use.

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3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

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3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All individual case basis arrangements will be submitted to the Commission. Such arrangements will be provided to ORS upon request.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission and ORS of such offerings at least 14 days prior to the effective date of such offerings.

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SECTION 4 - CURRENT RATES

4.1 1+ Dialing

\$0.150 per minute

A \$4.95 per month service charge applies.
Billed in one minute increments.

4.2 Travel Cards

\$.199 per minute

A \$.25 per call service charge applies.
Billed in one minute increments.

4.3 Toll Free

\$0.150 per minute

A \$10 per month per number service charge applies.
Billed in one minute increments.

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4.4 Reserved for Future Use.

4.5 Directory Assistance

\$.95

4.6 Returned Check Charge

\$20.00

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4.7 Payphone Dial Around Surcharge

A dial around surcharge of \$.30 per call will be added to any completed INTRASTATE toll access code and subscriber toll-free 800/888 type calls placed from a public or semi-public payphone.

4.8 Universal Service Fund Assessment

The Customer will be assessed a monthly Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor) or any state agency or its administrator.

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SECTION 5 - MAXIMUM RATES

5.1 1 + & 101XXXX Dialing

\$0.30 per minute

A \$10 per month per number service charge

5.2 Reserved for Future Use.

5.3 Toll Free Service

\$0.30 per minute

A \$10 per month per number service charge

5.4 Reserved for Future Use.

5.5 Reserved for Future Use.

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